

Signature

IN THE CIRCUIT COURT OF THE 19<sup>th</sup> JUDICIAL CIRCUIT  
IN AND FOR ST. LUCIE COUNTY, FLORIDA

GERLINE ZIMEO, as best  
friend of JONESTHA ZIMEO,  
a minor child  
Plaintiff

CIVIL DIVISION

CASE NO.:562007CA00596 AXXXHC

Vs.

DEPARTMENT OF CHILDREN  
AND FAMILIES, an agency of the  
State of Florida, organized and  
Chartered under the Laws of the  
State of Florida, UNITED FOR FAMILIES  
Inc. and HIBISCUS CHILDREN'S CENTER,  
Inc., both non-profit corporations  
Organized and existing under the Laws  
Of the State of Florida  
Defendants.

CLERK OF CIRCUIT COURT, JR.  
ST. LUCIE COUNTY, FL

07 JUL -5 PM 3:31

**FIRST AMENDED COMPLAINT FOR DAMAGES**

Plaintiff, JONESTHA ZIMEO, a minor, by and through her mother, GERLINE ZIMEO, hereby sues the Department of Children and Families, United for Families, Inc, and Hibiscus Children's Center, Inc. and states as follows:

**GENERAL ALLEGATIONS**

1. This is an action for damages in excess of Fifteen Thousand Dollars and this court has jurisdiction pursuant Article V., Section 5 (b) Florida Constitution and Florida Statute §26.012, Florida (1987).
2. At all times material hereto, the Plaintiff, JONESTHA ZIMEO, was a 4 year old girl who was residing with her mother in St. Lucie County, Florida.
3. At all times material hereto, Defendant Department of Children and Families was and remains a division, and/or body corporate, by authorization of the Legislature of the State of Florida, having control and supervision over all placement and related activities for foster children in St. Lucie County, Florida.

4. At all times material hereto, Defendant United for Families, Inc. was a not for profit corporation duly registered with the Florida Department of State, Division of Corporations, operating in St. Lucie County, Florida.

5. At all times material hereto, Defendant Hibiscus Children's Center, Inc. was a not for profit corporation duly registered with the Florida Department of State, Division of Corporations, operating in St. Lucie County, Florida.

6. The Defendant, Department Of Children and Families was given written notice of the Plaintiff's claim of injury, setting forth the time, place and circumstances under which the injuries to the Plaintiff occurred, via certified mail, return receipt requested on March 28, 2005. A copy of the said notice was similarly sent via certified mail to the Department of Financial Affairs on the same date. The foregoing notices were provided pursuant to Florida Statute 768.28 (6) (1991). The copies of the said notices were attached to the original complaint herein and referred to as composite exhibit "A".

7. At all times material hereto, the Plaintiff, Jonestha Zimeo was a minor child who came under the care and supervision of the Defendant Department of Children and Families, United For Families, Inc. and Hibiscus Children's Center, Inc., pursuant to contractual agreements executed by the afore-described parties. The copies of the said agreements are attached hereto as exhibit "B" and "C" respectively.

8. At all times material hereto, a male individual, age unknown, resided at a home in Okeechobee County, duly licensed as a Foster Home by the appropriate authorities and pursuant to the contractual agreements between the entities referred in paragraph 5 of this first amended complaint.

9. On December 29, 2004, the Plaintiff was removed from her home by individuals in the employ of United for Families, Inc. and/or Hibiscus Children Center, Inc., pursuant to the above-referred agreement, allegedly because her mother had left her at home attended only by her older siblings, all of whom

were minors. The person or persons who conducted the removal decided to split the Plaintiff from her other siblings and placed her in the aforementioned Foster Home in Okeechobee County. The other siblings, all of whom are older than the Plaintiff were placed in different homes.

10. From that date forward until approximately February 2005, that male individual did, by force, on several occasions commit sexual battery upon the Plaintiff.

11. On information and belief, The Plaintiff had previously been removed from another Foster Home because she was being physically abused by that Foster parent.

12. The Plaintiff's mother was not told of the sexual battery on her until March 09, 2005, during a scheduled visit at the offices of the Department of Children & Families. While there, one of the supervisors advised her that her daughter had been repeatedly molested by a teenage boy residing at the second foster home.

13. The State of Florida subsequently prosecuted the teenage boy for the sexual battery of the Plaintiff.

14. Although the Defendants' contract provide for a Child Health Checkup within 72 hours following placement in emergency shelter care, no such checkup was provided to the Plaintiff following her two (2) placements in emergency shelter care.

15. All conditions precedent to the institution of this action have occurred

**COUNT ONE**  
**NEGLIGENCE AS TO UNITED FOR FAMILIES, INC.**

The Plaintiff reavers and realleges the allegations contained in paragraphs 1 through 15 as though fully set forth herein and further states:

16. At all times material hereto, Defendant United For Families, Inc.

was under contractual obligation with the Department of Children and Families and assumed all obligations and responsibilities toward the latter entity. United For Families, Inc. specifically agreed to provide Child Protection Services to children in the Plaintiff's position residing in St. Lucie County, Florida. In addition, United For Families, Inc. specifically agreed to provide placement services to such children that included placement and supervision for children in her position, 24 hours a day, 7 days a week. Defendant United For Families, Inc. further agreed to secure, approve and monitor all relative and non-relative placements of children in her position.

17. At all times material hereto, Defendant United For Families, Inc. had a duty to exercise reasonable care in providing the above-referenced services to the Plaintiff. Specifically, United For Families, Inc. had a heightened duty to thoroughly investigate the second Foster Home it had decided to place the Plaintiff, particularly when she had been abused at a previous Foster Home.

18. At all times material hereto, Defendant United For Families, Inc. had an additional duty to continuously supervise, secure and monitor the Foster Home where it had placed the Plaintiff in order to protect her from the type of sexual assault she was subjected to. In addition, United For Families, Inc. had a duty to warn the plaintiff, Jonestha Zimeo and her parents of the dangers or other threats to her safety that United For Families, Inc. knew or should have known existed.

19. At all times material hereto, Defendant United For Families, Inc. breached the above duties, as follows.

- a. By failing to provide a Foster Home with suitably adequate and appropriate supervision for the Plaintiff, Jonestha Zimeo.
- b. By failing to provide a reasonably safe foster home for the plaintiff, Jonestha Zimeo.

- c. By failing to warn the Plaintiff Jonesetha Zimeo of the threats of harm and other threats to her safety, when the Defendant knew or should have known of such threats.
- d. By failing to maintain proper supervision and control of the unidentified individual when it was known or should have been known that the perpetrator may have had a propensity for sexual misconduct.
- e. By failing to provide adequate supervision and control at the above-described foster home 24 hours a day, 7 days a week, pursuant to its contractual agreement.
- f. By failing to keep the Plaintiff Jonesetha Zimeo, safe from attacks from other residents in the Foster Home, given the Plaintiff's young age, previous allegations of abuse against her at another Foster home and the presence of a teenage boy in the same household.
- g. By failing to put in place proper and adequate measures for the safety and welfare of the Plaintiff Jonesetha Zimeo.
- h. By failing to secure, approve and monitor the Plaintiff's placement in the Foster Home, in violation of its contractual agreement.
- i. By failing to provide the Plaintiff with a Child Health Checkup within 72 hours of learning that she had been abused at both Foster Homes.

20. As a direct and proximate result of the United For Families, Inc.'s afore-described negligence, the Plaintiff Jonesetha Zimeo suffered severe physical, emotional and psychological injuries, causing her parents to incur expenses related to her mental and medical healing.

21. The Plaintiff has lost the capacity to enjoy life in that she will continue to be haunted by the specter of the vicious sexual assaults on her young mind and body for the rest of her life.

**COUNT TWO**

**NEGLIGENCE AS TO HIBISCUS CHILDREN'S CENTER, INC.**

The Plaintiff reavers and realleges the allegations contained in paragraphs 1 through 15 as though fully set forth herein and further states:

22. At all times material hereto, Defendant Hibiscus Children's Center, Inc. was under contractual obligation with Defendant United For Families, Inc. and assumed toward that entity all of the obligations that entity assumed toward the Department of Children and Families.

23. Specifically, Hibiscus Children's Center, Inc. agreed to be responsible for the recruitment, training and preparation for licensure of all eligible Foster Homes in St. Lucie County, Florida. Hibiscus agreed to ensure the safety and stability of vulnerable children and their families through recruiting, training, licensing and supporting of quality Foster Parents.

24. Hibiscus Children's Center, Inc. agreed to assist co-Defendant United For Families, Inc. in identifying appropriate Foster Homes for children in the Plaintiff's position. Hibiscus Children's Center, Inc. further agreed to coordinate with the Intake/Placement Supervisor or Designee of United For Families, Inc. in order to identify potential foster family home placements for children in licensed emergency shelter or residential group care facilities.

25. Hibiscus Children's Center, Inc. specifically agreed to comply with the provisions of Chapter 65C-13, Florida Administrative Code and Florida Statute 409.167(a) and provide appropriate service to children in the Plaintiff's position residing in St. Lucie County, Florida.

26. Hibiscus Children's Center, inc. further agreed to comply with all Federal, Sate and Local Laws and Rules related to investigations of child abuse, Neglect, risk assessment, safety planning, Foster Care, etc.. In addition, Hibiscus Children's Center, Inc. agreed to abide by the terms and conditions of

the contract between the Department of Children and families and United For Families, Inc., as if it were the principal contracting party.

27. Hibiscus Children's Center, Inc., consequently, agreed to provide placement services to children in need, including supervision and placement for children in the Plaintiff's position, 24 hours a day, 7 days per week, among other conditions. Hibiscus Children's Center, Inc. further agreed to secure, approve and monitor all relative and non-relative placements of children in the Plaintiff's position.

28. Defendant Hibiscus Children's Center, Inc., like United For Families, Inc. had a duty to exercise reasonable care in providing the above-referenced services to the Plaintiff. It had the specific duty to investigate the second Foster Home it was about to place the Plaintiff into, particularly when the latter had been abused at a previous Foster Home.

29. Defendant Hibiscus Children's Center, Inc., like United For Families, Inc. had an additional duty to continuously supervise, secure and monitor the Foster Home where it had placed the Plaintiff in order to protect her from the type of sexual assault she was subjected to. Lastly, Defendant Hibiscus Children's Center, Inc., like United For Families, Inc., had a duty to warn the plaintiff, Jonestha Zimeo and her parents of the dangers or other threats to her safety that it knew or should have known existed.

30. At all times material hereto, Defendant Hibiscus Children's Center, Inc. breached the above duties, as follows.

- a. By failing to provide a foster home with suitably adequate and appropriate supervision for the Plaintiff, Jonestha Zimeo.
- b. By failing to provide a reasonably safe Foster Home for the plaintiff, Jonestha Zimeo.

- c. By failing to warn the Plaintiff Jonestha Zimeo of the threats of harm and other threats to her safety, when the Defendant knew or should have known of such threats.
- d. By failing to maintain proper supervision and control of the unidentified individual when it was known or should have been known that the perpetrator may have had a propensity for sexual misconduct.
- e. By failing to provide adequate supervision and control at the above-described foster home 24 hours a day, 7 days a week, pursuant to its contractual agreement.
- f. By failing to keep the Plaintiff Jonestha Zimeo, safe from attacks from other residents in the Foster Home, given the Plaintiff's young age, previous allegations of abuse against her at another Foster home and the presence of a teenage boy in the same household.
- g. By failing to put in place proper and adequate measures for the safety and welfare of the Plaintiff Jonestha Zimeo.
- h. By failing to secure, approve and monitor the Plaintiff's placement in the Foster Home, in violation of its contractual agreement.
- i. By failing to provide the Plaintiff with a Child Health Checkup within 72 hours of learning that she had been abused at both Foster Homes.

32. As a direct and proximate result of the United For Families, Inc.'s afore-described negligence, the Plaintiff Jonesetha Zimeo suffered severe physical, emotional and psychological injuries, causing her parents to incur expenses related to her mental and medical healing.

33. The Plaintiff has lost the capacity to enjoy life in that she will continue to be haunted by the specter of the vicious sexual assaults on her young mind and body for the rest of her life.

WHEREFORE, the Plaintiff, Jonestha Zimeo by and through her next friend, her mother Gerline Zimeo demands judgment for damages against the

Defendant Department of Children and Families, together with interest and costs of suit and further demands trial by jury of all issues so triable as of right.

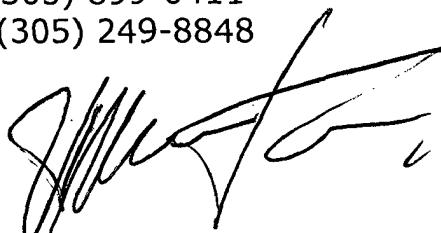
**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the instant First Amended Complaint for Damages was delivered via US Mail to Lee E. Muschott, Esquire, Lee E. Muschott, PA, Laurel Professional Park, 2940 S. 25<sup>th</sup> Street, Fprt-Pierce, Florida 34981- 5605, on this 19<sup>th</sup> day of June 2007.

RESPECTFULLY SUBMITTED

The BRUTUS Law Group, PA  
16801 NE 6<sup>th</sup> Avenue  
North Miami Beach, Florida 33162  
Tel. (305) 899-0411  
Fax. (305) 249-8848

By: \_\_\_\_\_  
Phillip J. Brutus, Esquire  
Florida Bar No. 660711



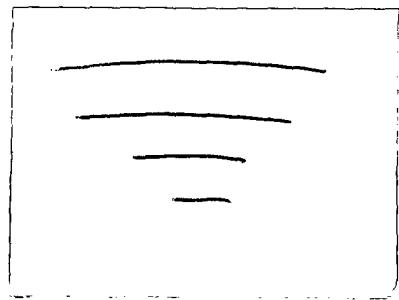


EXHIBIT "B" <sup>"a"</sup>

04/10/03

CFDA No. 93.558

Client  Non-Client   
Multi-District

## FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "department," and United For Families, Inc.

hereinafter referred to as the "provider."

### I. THE PROVIDER AGREES:

#### A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

#### B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(1), F.S., made or received by the provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the provider's failure to comply with this provision shall constitute an immediate breach of contract for which the department may unilaterally terminate the contract.

#### C. Governing Law

##### 1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

##### 2. Federal Law

a. That if this contract contains federal funds the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The provider shall report any violations of the above to the department.

c. That no federal funds received in connection with this contract may be used by the provider, or agent acting for the provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment VII. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the department.

e. That if this contract contains \$10,000 or more of federal funds, the provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all subcontracts.

#### D. Audits, Inspections, Investigations, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be

**EXHIBIT B**

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retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department.

3. Upon demand, at no additional cost to the department, the provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the provider's contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the department as specified in this contract and in Attachment VI and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

8. To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

#### **E. Monitoring by the Department**

To permit persons duly authorized by the department to inspect and copy any records, papers, documents, facilities, goods and services of the provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the provider to assure the department of the satisfactory performance of the terms and conditions of this contract. Following such review, the department will deliver to the provider a written report of its findings and request for development, by the provider of a corrective action plan where appropriate. The provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

#### **F. Indemnification**

**NOTE:** Except to the extent permitted by s.768.28 , F.S., or other applicable Florida Law, paragraphs I.F.1, and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the provider's duty to defend and to indemnify within seven (7) days after notice by the department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider from these duties. The provider shall not be liable for the sole negligent acts of the department.

#### **G. Insurance**

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in this contract.

#### **H. Confidentiality of Client Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

#### **I. Assignments and Subcontracts**

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The provider further agrees that the department shall not be liable to the subcontractor in any way or for any reason. The provider, at its expense, will defend the department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the provider

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and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the provider or the department.

#### J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that an overpayment has been made, the provider shall repay said overpayment immediately without prior notification from the department. In the event that the department first discovers an overpayment has been made, the contract manager, on behalf of the department, will notify the provider by letter of such findings. Should repayment not be made forthwith, the provider will be charged at the lawful rate of interest on the outstanding balance after department notification or provider discovery.

#### K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the provider and its employees.

#### L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

#### M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. The provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon providers that have fifteen (15) or more employees.

#### N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the provider is a state agency. Neither the provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the provider, or its subcontractor or assignee, unless specifically agreed to by the department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the provider.

**O. Sponsorship**

As required by section 286.25, F.S., if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

**P. Publicity**

Without limitation, the provider and its employees, agents, and representatives will not, without prior departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the provider's prospective customers.

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than 45 days after the contract ends or is terminated. If the provider fails to do so, all rights to payment are forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime**

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency, shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

**U. Construction or Renovation of Facilities Using State Funds**

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**V. Information Security Obligations**

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.
2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.
3. To furnish Security Awareness Training to its staff.
4. To ensure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

**W. Accreditation**

That the department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

**X. Agency for Workforce Innovation and Workforce Florida**

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

**Y. Health Insurance Portability and Accountability Act**

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

**Z. Emergency Preparedness**

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed \$ 40,524,000.00, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

**B. Contract Payment**

Pursuant to section 215.422, F.S., the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the provider requests payment.

**C. Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422 (7), F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or 1-800-848-3792, the State of Florida Comptroller's Hotline.

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**D. Notice**

Any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the provider responsible for administration of the program, to the designated address contained in this contract.

**III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:**

**A. Effective and Ending Dates**

This contract shall begin on December 1, 2003, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Fort Pierce, Florida, on November 30, 2006.

**B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.**

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the department may deduct the amount of the penalty from invoices submitted by the provider.

**C. Termination**

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours notice in writing to the provider. If applicable, the department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

**D. Renegotiations or Modifications**

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

04/10/03

**E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

1. The provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

United For Families, Inc.  
10570 S. Federal Hwy, Suite 201  
Port St. Lucie, FL 34952

3. The name, address, and telephone number of the contract manager for the department for this contract is:

Cheri Sheffer  
337 N. U.S. Hwy 1, Suite A  
Fort Pierce, FL 34950  
(772) 467-5513 Fax (772) 467-4169

2. The name of the contact person and street address where financial and administrative records are maintained is:

Larry L. Wilms, Executive Director  
10570 S. Federal Hwy, Suite 201  
Port St. Lucie, FL 34952

4. The name, address, and telephone number of the representative of the provider responsible for administration of the program under this contract is:

Larry L. Wilms, Executive Director  
10570 S. Federal Hwy, Suite 201  
Port St. Lucie, FL 34952  
(772) 398-2920 Fax (772) 398-2925

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**F. All Terms and Conditions Included**

This contract and its attachments, I, II, III, IV, V, VI, VII

and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

IN WITNESS THEREOF, the parties hereto have caused this 60 page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

United For Families, Inc.

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

SIGNED  
BY:

NAME: Diane DeMark

TITLE: President

DATE: 11/19/03

SIGNED  
BY:

NAME: Jerry Regier

TITLE: Secretary

DATE: 11/25/03

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_

Federal EID # (or SSN):

Provider Fiscal Year Ending Date: 6/30

ATTACHMENT I

**A. SERVICES TO BE PROVIDED**

**1. Definition of Terms**

a. Contract Terms

- 1) Earned Federal Trust Funds - Dollars in the contract that must be earned from the federal government by conducting activities allowable by federal funding sources. These funds are a significant amount of the total budget for every child protection contract and these funds cannot be replaced by state general revenue. Federal earnings are based on the total cost for an allowable activity multiplied by the federal financial participation (FFP) rate up to any contracted cap on the amount of funding available or the allowable cost of a reimbursable activity.
- 2) General Revenue - State funds, supported by taxes, certain designated fees, licenses, interest on investments, and certain other designated miscellaneous sources, appropriated by the Legislature of the State of Florida for the financing of a range of services and activities.
- 3) Master Trust Fund - Either the department's Master Trust Declaration, or the designated client trust accounts or sub-accounts created within the Master Trust, as the context requires. The money or property placed in the trust account, or any sub-account for the client is not available to the client's family or assistance group for the current needs of the client. Funds for the client's needs will be disbursed by the department, as Trustee, in accordance with sections 402.17 and 402.33, Florida Statutes (F.S.).
- 4) Quality Assurance - Periodic external review activities conducted by the United States Department of Health and Human Services, Administration for Children and Families, Auditor General, department and the provider to assure that the agreed upon level of quality services is achieved and maintained by the provider and its subcontractors. Quality assurance activities will assess compliance with contract requirements, state and federal law and associated administrative rules, regulations, and operating procedures and validate quality improvement systems and findings.
- 5) Quality Improvement - Continuous internal improvements in service provision and administrative functions conceived and implemented by employees.
- 6) State Trust Funds - Monies from trust funds appropriated by the Legislature of the State of Florida supported by collections of statutorily designated revenues, fees and other responsible third party sources.

b. Program or Service Specific Terms

- 1) Concurrent Planning - A process of supporting reunification and simultaneously supporting all of the preparation necessary to implement an identified alternative goal if safe, timely reunification is not successful.
- 2) Child Maltreatment - Any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Child maltreatment includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute maltreatment when it does not result in harm to the child. Types of child maltreatment include physical, emotional, or sexual abuse, neglect or abandonment.
- 3) Legally Available for Adoption - A finding by the Circuit Court that the parental rights of a

child have been removed by the court and the child has been placed in the custody of the department for the purposes of adoption.

- 4) Special Conditions – Situations that do not meet the legal definitions of abuse, neglect, or abandonment but which require intervention services by the provider. Such situations include those described in R. 65C-10.002 (13), F.A.C., or cases involving child on child abuse per s. 39.307 (5), F.S.
- 5) Master File – A combination electronic HomeSafenet and hard copy file that documents all services and activities related to the child and the child's family.
- 6) Prevention Services - Family Support services that are provided to children and families before the occurrence of child maltreatment that are designed to prevent the occurrence of abuse, neglect, or abandonment. Primary prevention services are directed to the general population to build communities and supportive environments. Secondary prevention services are directed to specific families who are at-risk for child maltreatment.

## 2. General Description

### a. General Statement

The provider shall deliver foster care and related services pursuant to s. 409.1671, F.S. and prevention services, while ensuring each child's safety, well-being, and permanency.

### b. Authority

- 1) Section 409.1671, F.S. authorizes the department to contract for foster care and related services.
- 2) Section 20.19, F.S. authorizes the department to contract for prevention services.

### c. Scope of Service

The provider shall deliver a comprehensive array of foster care and related services and prevention services in Indian River, Martin, Okeechobee, and St. Lucie Counties to eligible children and families.

### d. Major Program Goals

The provider shall deliver services through community-based partnerships, while ensuring the safety, well-being, and permanency of children and families.

## 3. Clients to be Served

### a. General Description of Clients

Children and families who are in need of child abuse and neglect prevention or child protection and permanency services.

### b. Client Eligibility

The following clients are eligible for service under this contract:

- 1) Children, young adults, and families who are in need of foster care and related services as described in chapters 39 and 409, F.S. as a result of child maltreatment.
- 2) Children placed with foster families and other substitute caregivers and their families as described in s. 409.175, F.S. and Rules 65C-12 and 65C-13, F.A.C.

- 3) Children in need of or placed with adoptive families pending adoption legalization as described in chapters 63 and 409, F.S. and Rules 65C-13 and 65C-16, F.A.C.
- 4) Children in need of out-of-town inquiry, courtesy supervision, or Interstate Compact for the Placement of Children (I.C.P.C.) as described in ch. 409, F.S.
- 5) Children in need of assessment or services as a result of a Special Condition referral.
- 6) Foster families and other substitute caregivers as described in ch. 409, F.S. and Rules 65C-13, 65C-14, and 65C-15, F.A.C.
- 7) Post-finalization adoptive families requesting services as described in Rule 65C-16, F.A.C. and Title IV-B of the Social Security Act, as amended (42 U.S.C. 670-679a). These families are eligible for post-finalization adoption services from funds available to the lead agency from Title IV-B of the Social Security Act or within the contract if other fund sources are available.
- 8) Children and families in need of prevention services prior to the occurrence of abuse, neglect or abandonment.

c. Client Determination

The department shall make final determination as to client eligibility for services. In the event of any disputes regarding client eligibility, dispute resolution, as described in section D 1. shall be implemented.

d. Contract Limits

This contract is limited to eligible children and families in the geographic area defined in section A 2.c.

## B. MANNER OF SERVICE PROVISION

### 1. Service Task List

- a. The provider shall perform the following General Tasks:
  - 1) Develop a local Program Improvement Plan that shall include the goals and objectives detailed in Florida's statewide Program Improvement Plan.
  - 2) Comply with all state and federal laws, rules, and regulations as amended from time to time, specifically as included in Attachment IV, Authority and Requirements.
  - 3) Use the department's operating procedures until the provider's own are approved for implementation. The department agrees to review proposed operating procedures submitted to it by the provider and will respond in writing with comments or approval within 30 working days from the day of receipt. If the provider develops its own procedures, such shall be modified or revised when necessary to comply with changes to all state and federal laws, rules, and regulations.
  - 4) Submit any revisions in operating procedures or policy that affect the State Plan for Title IV-E funding or any other federal funding source to the department for approval prior to implementation. The department agrees to approve or reject such revisions within 30 working days of receipt. The department agrees to provide technical assistance to ensure that the provider's contribution to the State Plan is sufficient.
  - 5) Document the provision of all services in a master file as described in ch. 39, F.S., consistent with P.L. 105-89, the Adoption and Safe Family Act (ASFA) performance standards and s. 90.803(6), F.S.

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6) Ensure transportation of children to meet each child's safety, well-being, and permanency needs. Comply with the provisions of Chapter 427, F.S., Part I, Transportation Services, and R. 41-2, F.A.C., Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.

7) Comply with Attachment III, Information System Requirements.

8) Perform all activities and comply with all reporting requirements to ensure maximum federal fund earnings. Failure to earn the funds may result in a corresponding reduction of the total amount paid under this contract.

9) Comply with any requirements imposed by applicable court order or settlement related to pending or future lawsuits against the department that affect services provided under this contract. The provider shall be advised and consulted by the department regarding the status and potential settlement of any such suit, but the provider shall not have veto authority over any such settlement. If such compliance results in a verified increase in the cost of providing services under this contract and if additional funds are appropriated to the department to offset that increase in cost, the department agrees to negotiate a share of the appropriated funds to be added to the amount to be paid pursuant to this contract for the year in which the funds are appropriated. If such compliance results in a verified increase in the cost of providing services under this contract and if no additional funds are appropriated to the department to offset that increase in cost, the provider may seek additional available funds pursuant to ss. 409.1671(7), F.S.

10) Comply with ss. 409.175 (16) F.S. for confidentiality of information concerning foster parents.

b. The provider shall perform Child Protection Tasks to include:

1) Deliver foster care and related services, based on a case plan pursuant to s. 39.601, F.S., and document services in the child's master file.

2) Initiate services upon receipt of each case and document the initiation of service provision. Should case transfer information be incomplete, the provider shall not delay initiation of service.

3) Provide Independent Living services to eligible children and young adults formerly in foster care as described in s. 409.1451, F.S. Eligible children ages 13-17 in licensed care must receive these services if prescribed in the case plan. Eligible adults 18 years and over shall receive Independent Living services within funds available through this contract.

c. The provider shall perform Licensing Tasks to include:

1) Compliance with licensing requirements as described in s. 409.175, F.S.; R. 65C-13, F.A.C.; and Rules 65C-14 F.A.C. for Child Caring Agencies and 65C-15 F.A.C. for Child Placing Agencies.

2) If the provider determines during the licensing process that a prospective family was previously licensed as a foster parent in Florida or in another state, a written request shall be made for a reference, copies of initial or ongoing licensing studies, closing summaries, information about any complaints made or concerns expressed regarding the prospective family's parenting ability, reason for closure, and the results of background screening. The initial written request and all follow up procedures shall be documented in the licensing file.

3) Submit to the department a letter and all supporting documentation which asserts that the prospective foster parent(s) meet(s) all initial licensing or relicensing requirements as described in R. 65C-13.011, F.A.C. The supporting documentation shall include but not be limited to:

Copies of Licensing Standards Checklist.

The application for licensing.

The letter of recommendation from the provider.

A copy of the home study and floor plan, which addresses all items, required in R. 65C-13.011 F.A.C.

Florida Abuse Hotline Information System (FAHIS) reports clearances.

Local law enforcement checks.

Federal law enforcement checks (screening clearance letter).

State law enforcement checks.

Personal and school references.

Medical information.

Sanitation, Fire and Radon inspection and testing documentation.

Initial pre-service or, as appropriate, annual in service training.

- 4) Ensure that each family foster home operator signs a release of information form, so that the department and the provider may share information.
- 5) Recommend that the department issue or deny an initial license or renew, revoke or modify an existing license. The provider shall submit all required family foster home re-licensing supporting documentation to the department at least 30 calendar days prior to the expiration date of the current license. If the provider is unable to provide all required supporting documentation prior to the expiration of the license the provider shall immediately remove the children from the unlicensed home.
- 6) Review foster care referrals received from the Abuse Registry that do not meet the legal definition of abuse, neglect or abandonment, but which reflect complaints about the conditions or circumstances within a foster home serving children under this contract.
- 7) Contribute to the preparation of the evidence and defense required for any administrative hearing brought against the department or provider for denial or termination of a license.
- 8) Provide copies of licensing records to the department immediately upon request.
- 9) Develop a corrective action plan with the family foster home as required.
- 10) The provider has the authority to deny any home the opportunity to provide foster care to children served under this contract. The department agrees to not require the provider to recommend any particular home for licensure.
- 11) Coordinate training for prospective foster and adoptive parents and licensed foster parents as required to meet licensing standards as described in s. 409.175 F.S. and R. 65C-13, F.A.C. The provider shall be responsible for ensuring foster parents receive appropriate training specific to the needs of children placed in their home.
- 12) The provider's employees, relatives of the provider's employees, subcontractors or subcontractor's employees within the provider's service delivery system may apply to be licensed as a foster parent to any child that receives services under this contract, provided a) the licensing study is accomplished by a licensed child-placing agency outside the provider's service delivery system and submitted to the department for approval, and b) the provider has an operating procedure approved by the department relating to conflict of interest in substitute care placements. The provider is responsible for ensuring that no potential conflict of interest exists. Provider employees, and the employees of subcontractors, who otherwise meet the above criteria may become foster parents. However, if any said employee is in the position to place, has direct

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case management, programmatic responsibilities, or otherwise has direct client contact, that employee is only eligible to foster children if the child's case is assigned to and managed by another consenting district.

- d. The provider shall deliver Adoption Services, to include:
  - 1) Services designed to prepare children for adoption placement.
  - 2) Recruitment and retention of adoptive families for special needs children, ensuring that families recruited reflect the racial and ethnic diversity of children waiting for adoptive homes.
  - 3) Registration and maintenance of information on the Adoption Exchange, to include children waiting for adoption and approved adoptive families.
  - 4) Providing support services to adoptive families to include services leading to legal finalization of the adoption.
  - 5) Information about, and services for families requesting post adoption support services.
- e. The provider shall deliver Placement Services to include:
  - 1) Supervision and placement for children, 24 hours a day, 7 days per week, including holidays.
  - 2) Ensure that each family foster home is licensed in accordance with s. 409.175, F.S.
  - 3) Achieve and maintain licensure by the department as a child-placing agency in accordance with Ch. 409, F.S. Ensure subcontractors are licensed as a child-placing agency if performing Title IV-E reimbursable services or if required pursuant to Florida law.
  - 4) Ensure that each child receives a Child Health Checkup within 72 hours after placement in emergency shelter care. Child Health Checkup requirements are described in the Florida Medicaid Summary of Services, Section II, Medicaid Covered Services.
  - 5) Secure, approve, and monitor all relative and nonrelative placements. If a relative placement, the provider shall comply with s. 39.5085, F.S., Relative Caregiver Program.
- f. Task Limits
  - 1) Services for children in need of paid out-of-home placement shall be provided in facilities licensed and approved by the department at the location and within the capacity limits stated on the license.
  - 2) The provider shall give prior notification to the department when there are changes to the service delivery system or changes that impact the cost allocation plan.

## **2. Staffing Requirements**

### a. Staffing Levels

The provider and its subcontractors shall ensure an adequate number of qualified and trained staff are available to provide services stipulated in this contract.

### b. Professional Qualifications

The provider shall ensure that its relevant staff, and any relevant subcontractor staff and volunteers, meets the qualification, screening and training/certification requirements as required by Rules 65C-14 F.A.C. and/or 65C-15 F.A.C., sections 435.04, 402.731, and 491.012, F.S.

### c. Staffing Changes

The provider shall submit written notification to the department's contract manager if the

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Executive Director position of the provider is to be vacated. The notification shall identify the person(s) who is assuming the responsibilities of that position during the vacancy. When the Executive Director position is filled, the provider shall notify the department in writing of the identity and qualifications of the new Executive Director.

d. Subcontractors

- 1) If the lead agency requests permission to subcontract any work in accordance with paragraph I.I.1. of the Standard Contract it shall include with its request the identity of the third party provider with which it seeks to subcontract. The department will notify the lead agency not later than 10 business days after receipt of such request of its decision to approve or disapprove the request.
- 2) The provider shall be responsible for service delivery, monitoring and quality assurance of all subcontracts entered into by the provider under this contract. The provider shall develop written procedures for monitoring of subcontracts. The procedures shall be available upon request to the department and to federal auditors. The provider shall have quality assurance/quality improvement plans for subcontractors. The provider shall also establish and maintain an internal quality improvement process to assess its performance and that of its subcontractors.
- 3) The lead agency acknowledges and agrees that it is responsible for all work required under this contract whether performed by its own resources or by an approved subcontractor. The lead agency shall monitor the performance of all subcontractors and perform follow up actions as necessary in accordance with the approved Subcontract Monitoring Plan. The lead agency will notify the department within 48 hours of conditions related to subcontractor performance that could impair continued service delivery. Reportable conditions may include but are not limited to: (a) Inappropriate client terminations, (b) Financial concerns or difficulties, (c) Service documentation problems, (d) Subcontract non-compliance, (e) Ineffective services and client complaint trends.

The lead agency will submit to the department a brief summary of the condition(s) or problem(s), the proposed corrective action, and the time frames for implementation of the corrective action.

### 3. Service Delivery Location and Equipment

a. Service Delivery Location

The provider shall administer, coordinate, and ensure availability and delivery of the services specified in this contract in Indian River, Martin, Okeechobee, and St. Lucie Counties. The provider's primary service delivery address is:

**Martin County Service Center**  
821 Martin Luther King, Jr. Blvd.  
Stuart, Fl. 33494  
772-223-2550  
**Effective 12/01/2003**

**Okeechobee County Service Center**  
1690 N. W. 9th Ave.  
Okeechobee, Fl. 34872  
863-462-5753  
**Effective 02/01/2004**

**Indian River County Service Center**  
1436B S. Old Dixie Hwy.  
Vero Beach, Fl. 32960  
772-770-6793  
**Effective 05/01/2004**

**St. Lucie County Service Center**  
Sailfish Plaza  
117 N. Second Street  
Fort Pierce, FL 34950  
772-467-3700  
**Effective 04/01/2004**

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The provider's primary business address is: 10570 S. Federal Hwy, Suite 201, Port St. Lucie, FL 34952.

b. Service Times

The provider shall be available and is responsible for immediate response 24 hours a day, seven days a week.

c. Changes in Location

The provider shall notify the contract manager in writing at least thirty calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the provider's primary business address or service delivery location.

d. Equipment

The provider shall comply with requirements in Attachment V, Tangible Personal Property Requirements.

**4. Deliverables**

a. Service Units

The service units to be delivered under this contract include all services identified in s. 409.1671, F.S.

b. Records and Documentation

The provider will comply with requirements in Attachment III, Information Systems Requirements.

c. Reports

The list of the reports to be completed by the provider, including the time frame for their final due dates, frequency, and format are all specified in Exhibit A, Performance Reports.

**5. Performance Specifications**

a. Performance Measures

1) The provider shall be required to meet performance standards listed below whether services are performed directly or performed by a subcontractor. The timelines for achieving the applicable performance standard for each measure shall be determined by the baseline and target methodology described in Sections B.5.d. and B.5.e.

(a) At least 60% of children entering out-of-home care (including both relative care and non-relative foster care) shall exit care within 12 months of the removal date.

(b) The ratio of the number of children adopted within 12 months to the point-in-time number of children legally available for adoption shall be at least 8:10.

(c) At least 95% of the children served shall not experience maltreatment, verified or indicated, during each calendar quarter of the provision of in-home services.

(d) At least 99.5% of children served shall not experience maltreatment, verified or indicated, during each calendar quarter in out-of-home care.

- (e) At least 95% of the children served shall not experience a recurrence of maltreatment, verified or indicated, within six months after termination of services.
- (f) At least 95% percent of children required to be seen each month (both in-home and out-of-home) shall be seen by the case manager at least once each calendar month in the child's current residence.
- (g) The lead agency must have an overall satisfactory rating on the Family Safety Quality Assurance review, including the following:
  - 1. Achieve substantial conformity on five of the seven child and family outcomes related to safety, permanency and well-being; and
  - 2. Achieve substantial conformity on four of the six designated systemic factors; and
  - 3. Pass the Title IV-E Eligibility section of the review.

b. Description of Performance Measurement Terms

The definitions of any terms in Section B.5 are listed in Exhibit C.

c. Performance Measurement Methodology

- 1) The performance measurement methodology for statewide measures is described in Exhibit C.
- 2) By execution of this contract, the provider hereby acknowledges and agrees that its performance under this contract must meet the performance outcomes and standards as measured by the outcomes and indicators set forth above. If the provider fails to meet these standards, the department may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, in the absence of any extenuating or mitigating circumstances, the department, at its exclusive option, must cancel this contract. The determination of the extenuating or mitigating circumstances and the form of compliance is the exclusive determination of the department.

d. Establishing a Baseline

- 1) To determine a baseline for CBC contract performance measures #1 - #6 in Exhibit C the parties shall use the average of the performance data for the first three periods for which a report is available from the department's automated child welfare information system (HomeSafenet or HSn). For this purpose the term "period" shall mean the month, calendar quarter, year, or other time period that is the department's customary unit for producing a report related to that performance measure.
- 2) For statewide performance measure #7, department, provider and subcontractor staff representatives will annually conduct joint quality assurance reviews in April and October on an agreed upon representative sample of cases. The average of the results of those reviews shall form the baseline data for CBC Contract Performance measure #7. The measurement tool to be used for the quality assurance reviews will be mutually agreed upon by the department and the provider.

e. Establishing Targets

- 1) If the difference between the performance standard and the provider's baseline is less than 10%,

the provider's performance level for the first 12 months of the contract shall exceed the baseline by no less than one-third of the difference between the performance standard and the baseline. The provider's performance level in succeeding 12 month periods shall exceed its performance level for the preceding 12 months by no less than one-third of the difference between the performance standard and the baseline until the performance standard is achieved. For example if the baseline performance for a measure is 75% and the performance standard is 83%, by the end of the 12-month period, the provider will be expected to reach a target of 77.8%, by the end of the second 12-month period, a target of 80.6% and by the end of the third 12-month period, the performance standard of 83%.

- 2) If the baseline meets or exceeds the performance standard, the provider and the department will mutually agree upon targets for the second and third 12-month periods of this contract after the baseline is established.
- 3) For each measure that the difference between the baseline and the performance standard is more than 10%, the department and the provider will mutually agree upon targets for each 12-month period after the baseline is established, until the performance standard is achieved.
- 4) For CBC Contract Performance measures #1 - #6, the contract manager will be responsible to retrieve HSn performance reports.

## 6. Provider Responsibilities

### a. Provider Unique Activities

- 1) The provider shall provide information or reports at the request of the Secretary for the Department of Children and Families or District Administrator.
- 2) The provider shall participate and represent their interests in the CBC Spending Plan Meetings and in leadership meetings to discuss the department's and CBC provider's on-going programmatic and management functions and roles, problem-solving and planning regarding identified contract issues and department initiatives.
- 3) The provider shall meet with the District Administrator and Community Alliance members on a quarterly basis to provide a briefing on the status of their operation. The briefing will include a performance update on key indicators that pertain to the provider, a status report on the provider's local Program Improvement Plan for those critical elements needing improvement as cited from the Child and Family Services Review (CFSR) and the department's quality assurance monitoring, and any other achievements or issues the provider wishes to present.
- 4) The provider is responsible for implementing a quality assurance and quality improvement system at the local service level.
- 5) The provider shall cooperate with the department when investigations are conducted regarding a regulatory complaint relevant to a licensed home or facility operated by the provider or one of its subcontractors.
- 6) Neither the provider nor any person, firm or corporation employed by the department in the performance of this contract shall offer or give any gift, money, or anything of value or any promise for future reward or compensation to any state employee at any time unless otherwise authorized by Chapter 112, F.S.
- 7) The provider shall maintain a plan to ensure access to operating capital for 30 days, in the event payment to the provider is interrupted for reasons beyond the provider's control or in an emergency, for continuity of operations. This plan shall not include funds received from the department under this contract.

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8) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply 45 CFR 164.504(e)(2)(ii):

- (a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
- (b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
- (c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.
- (d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to Provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
- (e) The provider agrees to make PHI available in accordance with 45 CFR 164.524.
- (f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- (g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528.
- (h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.
- (i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
- (j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

b. Coordination With Other Providers/Entities

- 1) The provider shall coordinate medical foster care activities with the Department of Health, Children's Medical Services.
- 2) Within 45 days of the effective date of this contract, the provider hereby agrees to develop and maintain a working agreement to include specific joint operating procedures with the following agencies, or will provide documentation to the department as to why such agreements have not been executed, and actions planned to achieve compliance with this section.
  - (a) Department of Juvenile Justice (DJJ) which complies with the statewide Department of Juvenile Justice agreement.

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- (b) The Guardian Ad Litem program.
- (c) Certified Domestic Violence center(s) in counties served by the provider under this contract.
- c. Relationship to Department Employees
  - 1) Consistent with the provisions of applicable law, the provider agrees to give hiring preference to qualified Department employees who apply for employment with the provider.
  - 2) The provider shall review the personnel records of any former department employee who applies to the provider for employment. As a part of that review, the provider shall consider all performance and disciplinary history and any recommendation by the department as to whether it would rehire the employee. The provider's reference check process will include discussion with the immediate past department supervisor or, if the supervisor is no longer employed by the department, another supervisory level employee who is aware of the candidate's work history. The reference check will be documented in writing and maintained in the employee's personnel file at the provider's human resources office. The department will not give a neutral reference, and the provider will not accept a neutral reference, for any current or former employee of the department seeking employment with the provider.
  - 3) If a settlement agreement exists between the department and a current or former employee seeking employment with the provider, the department will only provide information as allowed by that settlement agreement.

## 7. Department Responsibilities

- a. Department Obligations
  - 1) The department retains the responsibility for the review, approval, and issuance of all foster home licenses.
  - 2) If the department receives a regulatory complaint relevant to a licensed home or facility operated by the provider or one of its subcontractors, the department agrees to notify the provider within one working day, and will work in cooperation with the CBC provider.
  - 3) Pursuant to s. 402.166, F.S., the department agrees to provide staff to receive and log complaints, maintain statistical data, and provide administrative support to the Local Advocacy Council. The department agrees to ensure the provider receives a copy of the Council's findings and recommendations within 10 working days of the completion of its investigation of any complaint.
  - 4) The department agrees to process applications submitted by the provider for the Interstate Compact for the Placement of Children and the Interstate Compact for Adoption and Medical Assistance.
  - 5) The department agrees to assist the provider with access to and coordination with other service programs within the department such as Substance Abuse, Mental Health, Developmental Services, Child Welfare/Community Based Care, Child Welfare Legal Services, and Economic Self-Sufficiency, and in the development and maintenance of working agreements listed in section B.6.b.2). The provider shall contact the various program office administrators for assistance and instruction on how to access these services. The program administrators will respond to the provider's inquiry within 5 working days.
  - 6) The department agrees to determine Medicaid eligibility within 30 days of receipt of the required information needed for determination and will coordinate services with the Agency for Health Care Administration. In addition the department has exclusive authority to determine Title IV-E and Title IV-A eligibility, and will provide eligibility information to the provider within 7

working days of receipt of a completed application.

- 7) The department agrees to provide information related to any part of this contract's budget, training events, and changes in applicable state and federal laws, regulations, administrative rules, operating procedures, or department policies, including those references listed in Attachment IV.
- 8) The department agrees to provide technical assistance and consultation to the provider in the process of initial licensing and re-licensing of family foster homes. The department agrees to issue a license to family foster homes that meet licensing requirements as determined by the department upon submission of complete licensing supporting documentation by the provider.
- 9) The department agrees to compile and send a quarterly report of trust fund totals by client for the provider as referenced in CFOP 175-59.
- 10) The department agrees to remain representative payee on behalf of children served for all Supplemental Security Income, Social Security, Railroad Retirement, Veterans Benefits, and Child Support Enforcement payments.
- 11) The department agrees to provide the necessary training and technical assistance to register children and families on the adoption exchange system. In addition, changes to the system will be made available to the provider.
- 12) The department is responsible for developing in cooperation with the Community-Based Care providers, a standardized competency-based curriculum for certification training, and for administering the certification testing program, for child protection staff. If requested, the department will deliver certification training at sites that are accessible to the provider.

b. Department Determinations

The department has the sole right to assess and determine the completeness and acceptability of services and reports according to the terms and conditions of this contract.

c. Monitoring Requirements

- 1) Administrative and Programmatic Monitoring - The department agrees to annually monitor the provider's compliance with the terms and conditions of this contract in accordance with CFOP 75-8, Contract Monitoring.
- 2) Evaluation - Subsection 409.1671(4)(a), F.S. requires an annual evaluation by the department of each program operated under contract with a community-based agency. The provider shall comply with any coordination or documentation required by the department's evaluator(s) to successfully evaluate the programs, and shall provide complete access to all budget and financial information related to services provided under this contract, regardless of the source of funds.
- 3) Quality Assurance - The provider shall cooperate with quality assurance reviews conducted according to the department's programmatic procedures. The provider's performance on relevant indicators and outcomes required by the federal government in the Adoption and Safe Families Act and Child and Family Services Review Tool (as described at the following website: <http://www.acf.dhhs.gov/programs/cb/cwrp/tools/index.htm>), particularly including those reflected in the state Program Improvement Plan; and indicators required by the Florida Legislature in the annual Appropriation Act and Implementing Bill shall be measured. At the discretion of the department, providers with a level of performance that does not support the department in achieving statewide goals established by these two sources may be required to develop a corrective action plan as part of quality assurance.

## C. METHOD OF PAYMENT

### 1. Payment

This is an advance cost reimbursement contract. The department agrees to reimburse the provider for allowable expenditures incurred in the delivery of services provided in accordance with the terms and conditions of this contract. This is a multi-year contract, and the total dollar amount will not exceed the sum of the amounts appropriated for each fiscal year. The current total contract amount will not exceed **\$40,524,000.00** subject to the availability of funds. Specific funding sources for the contract period will be amended into this contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly. The following list of Schedules of Funding Sources will be amended annually, at a minimum, to reflect the funding for each fiscal year:

FY 2003-2004 – Attachment II: **\$ 5,687,300.00**

FY 2004-2005 – Attachment II-A: **Subject to the availability of funds**

FY 2005-2006 – Attachment II-B: **Subject to the availability of funds**

FY 2006-2007 – Attachment II-C: **Subject to the availability of funds**

These amounts are subject to increase or decrease according to the terms specified in paragraph C.14., Renegotiation. The provider understands that a number of federal sources are capped and their amount may not be increased and that costs in excess of the funding provided must be paid from either state funds or other outside funding sources.

### 2. Estimated Payment

The provider may request three estimated payments based on an analysis of cash flow. The provider may request estimated payments for the first three months, each equal to 1/7 of the FY 03-04 contract amount. Thereafter, all estimated payments are supported by documentation of actual expenditures for the remaining period of the contract. A submission schedule for each estimated payment request is provided in paragraph C.9.

### 3. Cost Allocation Plan

The provider's approved cost allocation plan is the basis for preparation of the invoice for this contract. The cost allocation plan will remain in effect until a plan amendment is submitted to the contract manager and approved by the department. Plan amendments shall be submitted upon the addition of funding sources.

### 4. Invoice Requirements

The provider shall request reimbursement monthly by submitting a properly completed and department approved invoice form based on the provider's approved cost allocation plan. The invoice must be dated and signed by an authorized provider representative, and submitted in accordance with the submission schedule provided in paragraph C.9. The provider shall maintain service delivery and expenditure supporting documentation as described in paragraph C.5. The invoice must be accompanied, at a minimum, by the following documentation:

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- a. Transmittal letter;
- b. The approved CBC invoice form;
- c. Supporting documentation, including:
  - 1) ICWSIS invoice authorization report
  - 2) ICWSIS generated Other Cost Accumulator (OCA) roll-up report

## 5. Service Delivery and Expenditure Documentation

Provider will maintain records that document the proper application of the cost allocation methodology as contained in the provider's department-approved cost allocation plan. Prior to implementing any programmatic or fiscal change that may alter any underlying assumption or basis to the provider's department approved cost allocation plan, the provider shall submit a formal request to modify the existing plan to the department for review and approval. Documentation of all expenses incurred under this contract shall be maintained by the provider and are subject to being requested or reviewed by the department or the State Comptroller at any time during this contract. Expenditure documentation includes, but is not limited to, the following:

- a. **Salaries** - A payroll register or similar documentation shall be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. A document reflecting the hours worked times the rate of pay will be acceptable when reimbursement is being requested for individuals being paid by the hour. Time sheets for all employees shall be retained by the provider to support the payroll register entries.
- b. **Fringe Benefits** - Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- c. **Travel** - For all travel expenses, a department travel voucher, DBF-AA-15 (State of Florida Voucher for Reimbursement of Traveling Expenses) must be maintained. Original receipts for expenses incurred during officially authorized travel (items such as car rental and air transportation, parking and lodging, tolls and fares) must be maintained. Subsection 287.058(1)(b), F.S., requires that bills for any travel expense shall be submitted in accordance with s. 112.061, F.S., governing payments by the state for traveling expenses. CFOP 40-1 (Official Travel of the Department of Children and Families Employees and Non-Employees) provides further explanation, clarification and instruction regarding the reimbursement of traveling expenses necessarily incurred during the performance of official state business.
- d. **Conference Travel** - Prior approval is required in accordance with s. 112.061, F.S., and must be certified on form DBF-AA-13 (State of Florida Authorization to Incur Travel Expense) with a copy of the program or agenda of the conference attached. Reimbursement is in accordance with the provisions of the clause above entitled *Travel*. See CFOP 40-1 for further explanation, clarification, and instruction.
- e. **Other Direct Costs** - Reimbursement will be made based on paid invoices/receipts. Documentation must be maintained to show compliance with Department of Management Services' Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.
- f. **Professional Services Fees on a Time/Rate Basis** - The supporting documentation must include a

general statement of the services provided. The time period covered by the supporting documentation as well as the hourly rate times the number of hours worked must be stated. If the provider is not working 100 percent of his or her time on the contract, then payroll registers, timesheets, or a time log detailing the hours represented on the invoice is required and should be maintained as backup documentation. The State Comptroller's Office reserves the right to require further documentation on an as needed basis.

- g. **Postage and Reproduction Expenses** - Purchases made from outside vendors must be supported by paid invoices and/or receipts. Purchases for all in-house postage (i.e. postage meter) and reproduction expenses must be supported by usage logs or similar documentation.
- h. **Expenses** - Receipts are required for all expenses incurred (i.e., office supplies, printing, long distance telephone calls, etc.). Receipts are required for all expenses of this nature. Reimbursements will only be made for those expenditures that are allowable in accordance with the Department of Financial Services' Reference Guide for State Expenditures, which is incorporated herein by reference, and can be located at the following internet address:

[http://www.dbf.state.fl.us/aadir/reference\\_guide/](http://www.dbf.state.fl.us/aadir/reference_guide/)

## **6. Match Requirements**

To receive any Federal Promoting Safe and Stable Families (PSSF) grant dollars, the provider is responsible for a minimum local community match equal to twenty-five percent (25%) of the funds expended for this program. The provider shall identify how the local match requirement will be met. Allowable match can be in-kind or cash but the expenditure or use of such match must directly support the PSSF Program through the delivery of family preservation and family support services. The provider must document the receipt and expenditure of the required match during each state fiscal year. Match reports, which identify the amount and type of match contributed and expended, must document what services the match supported. The reports are to be submitted as described in Exhibit A, using the format provided in Exhibit A-2.

## **7. Federal Audit**

Any federal or state audit resulting in a disallowance which was caused by the provider's non-compliance with federal regulations or an incorrect claim shall be repaid to the department by the provider upon discovery.

## **8. Contract Renewal**

This contract may be renewed for one term not to exceed three years, or the original term of the contract, whichever is longer, contingent upon satisfactory performance evaluations of the provider by the department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

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## 9. Submission Schedule

The following schedule outlines the submission of estimated payment requests and reconciliations:

Service Month	Type of Request	Based On	Submission Date
December, 2003	Estimated Pay	1/7 of current fiscal year amount	December 1, 2003
December, 2004 – 2005		September actual expenditures	December 1, 2004 – 2005
January, 2004	Estimated Pay	1/7 of current fiscal year amount	December 15, 2003
January, 2005 – 2006		October actual expenditures	December 15, 2004 – 2005
February, 2004	Estimated Pay	1/7 of current fiscal year amount	January 15, 2004
February 2005 – 2006		November actual expenditures	January 15, 2005 – 2006
March 2004 – 2006	Estimated Pay	December actual expenditures	February 15
April 2004 - 2006	Estimated Pay	January actual expenditures	March 15
May 2003 - 2006	Estimated Pay	February actual expenditures	April 15
June 2004 - 2006	Estimated Pay	March actual expenditures	May 15
July 2004 - 2006	Estimated Pay	April actual expenditures	June 15
August 2004 - 2006	Estimated Pay	May actual expenditures	July 15
September 2004 - 2006	Estimated Pay	June actual expenditures	August 15
October 2004 - 2006	Estimated Pay	July actual expenditures	September 15
November 2004 - 2006	Estimated Pay	August actual expenditures	October 15
N/A	Reconciliation	Reconciliation of September 2004 – 2006 actual expenditures to estimated payments	November 15
N/A	Reconciliation	Reconciliation of October 2004 – 2006 actual expenditures to estimated payments	December 15
N/A	Final Expenditure Report	Reconciliation of November 2004 – 2006 actual expenditures to estimated payments	January 15

#### **10. Interest Earned on Estimated Payments**

The provider must temporarily invest excess estimated payments in an insured, interest-bearing account. Interest earned on these funds shall be returned to the department on a monthly basis.

#### **11. Recoupment of Unearned Funds**

Any funds that were advanced to the provider through estimated payments that are not accounted for through monthly reconciliation of actual expenditures shall be returned to the department with the submission of the Final Expenditure Report reconciliation invoice.

#### **12. Fees**

No fees shall be imposed by the provider or subcontractors other than those set by the department and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by the department.

#### **13. Third Party Payments**

The funding available in this contract is for services, excluding all successfully billed third party payments including, but not limited to, Medicaid. Supporting documentation of aggregate third party collections shall be available at the provider's location or at the subcontractor's location for inspection by the department.

#### **14. Renegotiation**

The following renegotiation provisions and processes are agreed to by both parties:

- a. Section 409.1671, F.S., requires the department to transfer all available funds, including federal funds, that the provider is eligible for and agrees to earn and that portion of general revenue funds which is currently associated with the services that are being furnished under contract. The transfer must include funds appropriated and budgeted for all services and programs that have been incorporated into the project, including all management, capital (including current furniture and equipment) and administrative funds.
- b. This contract may be renegotiated to increase the contract amount for additional budget authority supported solely by Federal earnings pursuant to the provisions of ss. 409.1671 (8), F.S.
- c. This contract may be renegotiated to increase the contract amount for additional budget authority appropriated by the Legislature.
- d. As permitted by s. 409.1671, Florida Statutes, increases in the dollar amount provided for in paragraphs b) and c) above do not require a corresponding increase in service as the provider is required to provide a comprehensive continuum of child welfare services to all clients referred.
- e. Any increases or decreases in the contract amount may be made retroactive to the effective date of contract for the initial fiscal year and to July 1 of any subsequent fiscal year. In the event a decrease requires retroactive implementation, the provider's next request for payment shall be reduced by the amount that may have been overpaid in previous requests for payment. In mutually agreed upon circumstances, the department agrees to cooperate by seeking approval of the State Comptroller for a repayment schedule.
- f. In the event an increase requires retroactive implementation, the provider may immediately submit a request for payment for the retroactive period.

## D. SPECIAL PROVISIONS

### 1. Dispute Resolution

The parties agree to cooperate in resolving any differences in interpreting the contract or to resolve disputes as to the adequacy of the parties' compliance with their respective obligations under the contract. Within five (5) working days of the execution of this contract, each party shall designate one person to act as its representative for dispute resolution purposes, and shall notify the other party of the person's name and business address and telephone number. Within five (5) working days from delivery to the designated representative of the other party of a written request for dispute resolution, the representatives will conduct a face-to-face meeting to resolve the disagreement amicably. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Executive Director and the District Administrator of the respective parties. Upon referral to this second step, the Executive Director and the District Administrator shall confer in an attempt to resolve the issue.

### 2. Termination

Paragraph III. C.1. of the Standard Contract is deleted in its entirety, and the following language is inserted in lieu thereof:

"This contract may be terminated by either party without cause upon no less than one hundred and eighty (180) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by US Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the provider responsible for administration of the program. If either party terminates this contract without cause, that party shall coordinate a transition plan (Exhibit B) with the other party within 30 calendar days of making such notification. This provision shall not limit the department's ability to terminate this contract for cause according to other provisions herein.

### 3. Tangible Personal Property

- a. The provider agrees to the requirements detailed in Attachment V, Tangible Personal Property Requirements. While no tangible personal property will be transferred to the provider initially, the format prescribed in Attachment V will be adhered to in the event such property is subsequently identified.
- b. The provider agrees to require an annual inventory from all subcontract providers in possession of tangible personal property purchased by the department and for whom the provider has been assigned the contract for which the property was initially purchased. The department will be responsible for identifying the property inventory that the provider will be required to inventory annually.

### 4. Fidelity Bond

The provider shall secure a fidelity bond from a surety company licensed to do business within the State of Florida issued by a Florida licensed agent to ensure against any losses or mismanagement. This coverage shall be in addition to the requirements in paragraph I.G. of the Standard Contract, entitled Insurance. No payment shall be made to the provider until the fidelity bond is in place, and approved by the department in writing.

## 5. Performance Bond

The provider has ten (10) days after the execution of the contract and any contract amendments which changes the annual value of the contract to furnish a performance bond in the amount of two and a half percent (2.5%) of the total estimated contract amount for each state fiscal year to ensure full and complete performance of the contractual services. The bond must state the name and principal business address of both the principal and the surety company and must contain a description of the project sufficient to identify it. The bond must be issued from a surety company that is acceptable to the department and currently has a valid Certificate of Authority issued by the State of Florida, Department of Financial Services, Office of Insurance Regulation authorizing it to write surety bonds in the State of Florida. The bond shall be conditioned that the provider perform the contract in the times and manners prescribed therein and promptly make payments to all subcontractors and employees.

Or

## Irrevocable Letter Of Credit

The provider has ten (10) days after the execution of the contract to furnish an irrevocable letter of credit in the amount of two and a half percent (2.5%) of the total estimated contract amount for each state fiscal year to ensure full and complete performance of the contractual services. The department's Chief Financial Officer may draw under the letter of credit in the event that continuity of care is disrupted or at imminent risk of disruption due to lead agency failure, bankruptcy, or discontinuance of service. The department shall provide a minimum of three (3) business days notice in writing to the provider's Executive Director before making any draw on the letter of credit.

## 6. Third Parties

This contract shall not be construed as providing any enforceable right to any third party.

## 7. Client Files

The provider shall ensure the department's immediate access to client files and will supply copies of requested materials within one (1) working day of a request by the department unless a longer time is agreed upon between the parties.

## 8. Insurance

The provider agrees to maintain insurance in accordance with s. 409.1671, F.S. and any subsequent amendments thereto, and to require through contract that its subcontractors maintain insurance consistent with s. 409.1671, F. S. and any subsequent amendments thereto. The provider and its subcontractors understand and agree that they will provide their own defense against actions brought against them.

## 9. Leasing

The provider agrees to assume the department's private sector leased space assigned to these programs through the current term of each lease. The department agrees to initiate the assignment of the current lease(s) by preparing a lease assignment document and forwarding the document to each private sector lessor for approval. After the assignment of the lease(s) from the department, the provider shall be responsible for all future actions related to leases. In the event the provider, the department, or the lessor identifies a new tenant to occupy the provider's space in the private sector facility, the provider may vacate this space upon mutual agreement with the department.

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If the private sector lessor does not agree to have the lease(s), or portion of the lease(s), assigned to the provider, the department agrees to sublease the space to the provider through the current term of the lease(s). The department agrees to initiate the sublease of the current lease(s) by preparing a sublease document and forwarding the document to each private sector lessor for approval. Upon expiration of the sublease(s), the provider shall be responsible for all future actions related to leases. The provider may take whatever actions it deems appropriate to enter into new leases with the same lessor or secure other space necessary to deliver the contracted services.

Upon assignment of the department's current private sector lease(s) by the provider or the expiration of the sublease with the provider, the department agrees to amend the provider's contract to include an amount equal to the department's lease costs as determined at the time of the lease assignment or expiration of the sublease(s). The provider is solely responsible for all relocation costs that may occur.

Any lease agreement negotiated by the provider shall include a provision that affords the department an opportunity to assume the provider's leased space should the provider default on its contract with the department or be terminated for cause. The provision must grant the department a minimum period of ninety (90) days during which it can make the determination of whether to assume the provider's leased space.

## **10. Transitions**

All child welfare services as defined in s. 409.1671, F.S. will be transitioned to the provider during the first seven months of this contract. Case management services will be phased in by county, beginning with Martin County on December 1, 2003, followed by Okeechobee County on February 1, 2004, then St. Lucie County on April 1, 2004, and finally Indian River County on May 1, 2004. Out of home care paid placements will be processed by the provider beginning December 1, 2003. However, the budget and direct payments will begin on February 1, 2004. All department contracted case management services will be transitioned effective January 1, 2004. Maintenance Adoption Subsidy payments will begin July 1, 2004. Any alteration to this schedule will result in a corresponding change in funding.

## **E. LIST OF EXHIBITS**

- 1. Exhibit A, Performance Reports Includes A-1 through A-4**
- 2. Exhibit B, Termination Contingency Transition Plan**
- 3. Exhibit C, Performance Measure Terms and Methodologies**

**EXHIBIT A**  
**PERFORMANCE REPORTS**

The reports identified in this Exhibit shall be completed and submitted by the provider in accordance with the listed schedule no later than 30 calendar days following the reporting period unless otherwise noted below. The current required format for such reports is identified below. The contract manager will notify the provider in writing of any changes to format or submission requirements.

Report Title	Format	Frequency of Report	Submit to
Inventory of Tangible Personal Property	See Exhibit A-1. Electronic file via e-mail or Diskette	Must be completed for initial transfer of equipment, and annually thereafter.	Contract manager
Chafee Foster Care Independent Living Grant Reports	Electronic file via e-mail or Diskette	Quarterly; 20 <sup>th</sup> calendar day of the month following end of Quarter	Contract manager and Central Office
CBC Personnel Report	See Exhibit A-3 Data elements only	Monthly; 10 <sup>th</sup> calendar day of the month for prior month	Contract manager
*Management Plan Data Worksheet for Foster Care/Residential Group Care/Emergency Shelter	Electronic file as provided by Family Safety Program Office via e-mail	Monthly; 10 <sup>th</sup> calendar day of the month for prior month	Contract manager
Management Plan Data Worksheet for Protective Supervision	Electronic file via e-mail or diskette, hard copy as may be required	Monthly; 10 <sup>th</sup> calendar day of the month for prior month	Contract manager
Child and Family Services Report Tool	Web based, with instructions	Monthly; 5 <sup>th</sup> calendar day of the second month in which services were delivered	Contract manager and Central Office
Family Support Matching Report Tool (formerly known as 3MP)	Web based, with instructions	Monthly; 5 <sup>th</sup> calendar day of the second month in which services were delivered	Contract manager and Central Office
PSSF Activity Log	Exhibit A-4; with web based instructions.	5th calendar day of the second month in which services were delivered	Contract manager and Central Office
Adult-Adolescent Parenting Inventory 2 Pre and Post Test	Web based instructions to use for Parent Education Programs	Web based instructions	Web based instructions
PSSF Match Funds Reports	Exhibit A-2. Monthly Match Collection Report Form	Monthly; 5 <sup>th</sup> calendar day of the second month in which services were delivered	Contract manager and Central Office
Child & Family Services Annual Progress and Service Report	Instructions disseminated annually from Central Office	May 15th	Contract manager and Central Office
Child & Family Services Five- Year Plan	Instructions disseminated from Central Office	May 15th	Contract Manager and Central Office
Adoption Services Report	Electronic file as provided by Family Safety Program Office via e-mail or diskette	Monthly; 10 <sup>th</sup> calendar day of the month for prior month	Contract manager
Agency Adoption Forms HRS-CYF Form 5039 (with related AFCARS form attached)	Electronic file via e-mail or diskette	Monthly; 10 <sup>th</sup> calendar day of the month for prior month	Contract manager
Local Program Improvement Plan Report	Electronic file via e-mail or diskette	Quarterly, 10th calendar day after the end of each quarter	Contact manager and PDFSIQ (Central Office)

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**EXHIBIT A-1**

**Tangible Personal Property Inventory**

UNITED FOR FAMILIES, INC.

For the period ending \_\_\_\_\_

Check here if this is final annual report

DCF Property Decal # (if applicable)	Description of Property	Model Number	Manufacturer's Serial Number	Date of Acquisition	Original Acquisition Cost	Property Inventory Number (if applicable)	Location	Property Disposition Transferred Replaced Sold
N/A								

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**EXHIBIT A-2**

**DISTRICT /REGION**  
**MONTHLY MATCH**  
**COLLECTION REPORT**

Promoting Safe and Stable Families Grant 25% Monthly Collection Reports

**DATE:** \_\_\_\_\_

DISTRICT /REGION: \_\_\_\_\_

**FOR THE PERIOD ENDING:** \_\_\_\_\_

Total Match Required for the Contract	Cash	In-Kind
Family Support	\$ _____	\$ _____
Family Preservation	\$ _____	\$ _____
Time-Limited Family Reunification	\$ _____	\$ _____
Adoption Promotion and Support	\$ _____	\$ _____
Total match reported for this period:	\$ _____	\$ _____
	Total	\$ _____

Comments

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Prepared By \_\_\_\_\_

Approved By \_\_\_\_\_

December, 2003  
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### EXHIBIT A-3

#### CBC Personnel Report

(Data elements are the requirement for this report)

Provider:

Month:

County(ies):

--	--	--

Authorized Counselors
Length of Employment
12 Months or less
13 to 24 Months
More than 24 Months

0	0	0
---	---	---

12 Months or less
13 to 24 Months
More than 24 Months

0	0	0
---	---	---

13 to 24 Months
More than 24 Months

0	0	0
---	---	---

Counselor Positions Filled End of Month

0	0	0
---	---	---

Vacancy Rate

#DIV/0!	#DIV/0!	#DIV/0!
---------	---------	---------

Authorized Supervisors
Length of Employment
12 Months or less
13 to 24 Months
More than 24 Months

0	0	0
---	---	---

Supervisor Positions Filled End of Month

0	0	0
---	---	---

Vacancy Rate

#DIV/0!	#DIV/0!	#DIV/0!
---------	---------	---------

Total Active Cases End of Month

0	0	0
---	---	---

Average Counselor Caseload

#DIV/0!	#DIV/0!	#DIV/0!
---------	---------	---------

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**EXHIBIT A-4**

**Promoting Safe and Stable Families Grant**  
**Activity Log Monthly Summary Report**

Total number of hits per category spent on community facilitation and planning activities:

Family Support \_\_\_\_\_

Family Preservation \_\_\_\_\_

Time-Limited Family Reunification \_\_\_\_\_

Adoption Promotion and  
Support Services \_\_\_\_\_

Total \_\_\_\_\_

Name \_\_\_\_\_

Tel # \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit B**  
**TERMINATION CONTINGENCY TRANSITION PLAN**

1. Both parties agree that the primary goal and guiding principle of this Transition Plan will be to ensure child safety and continuity of service to families being served during the transition period, and that mutual cooperation will be essential in achieving this goal.
2. Both parties agree that all elements of this contract shall remain in effect through the entire transition period. Any change in tasks, responsibility or activity relating to the provision of child welfare services or related functions shall occur only following written agreement of both parties.
3. A Contingency Transition Plan, developed and agreed to by both parties, will include, minimally:
  - a. A proposed transition timeframe for the transfer of staff, equipment, case management services, administrative services and functions, and sub-contracted services, that is delineated by program area and geographic region. This timeframe must provide for the completion of all transition activities within 180 calendar days from the date written termination notice is received.
  - b. Identification of any additional transition services or functions required by either party, if necessary, to ensure a seamless transition in service delivery, and proposed means of implementation.
  - c. Provisions and timetables for the preparation and transfer of existing personnel, where appropriate, to the department or the prospective or existing community-based care provider(s) to ensure continuity of service and seamless transition throughout the phase-out process.
  - d. Provisions and timetables for informing and educating consumers, staff, stakeholders, community partners and others on issues relating to the transition as may be appropriate.
  - e. Provision for the orderly transfer of all contract related records from the provider to the department, including, but not limited to: client files, client demographics, financial records and back-up.
4. Within 30 calendar days following receipt of the Termination Notice, the provider shall submit to the department the following:
  - a. An updated inventory report listing all non-expendable property, Exhibit A-1.
  - b. Financial reports including, but not limited to detailed expenditures covering the period from the effective date of the contract through the month preceding the date of the Termination Notice.
  - c. A copy of all sub-contracts held by the provider, copies of the most recent monitoring reports, and year-to-date expenditure reports for each.
  - d. A detailed personnel report that includes all positions funded in whole or part through this contract, vacant positions, and projected vacancies.
5. The department may waive any of the requirements of section 4. d, at its sole discretion, if information contained in reports previously submitted by the provider has not changed.
6. The provider agrees that expenditure of unencumbered contract funds or funds otherwise uncommitted by the provider prior to the Termination Notice date will not occur without prior consent of the department during the Transition Period.
7. The provider agrees to not enter into any new sub-contracts related to services or functions covered under this contract without the prior consent of the department.

## Exhibit C

### Performance Measure Terms and Methodologies

**CBC Contract Performance Measure #1:** At least 60% of children entering out-of-home care (including both relative care and non-relative foster care) shall exit care within 12 months of the removal date.

<b>Data Storage:</b>	HSn production database and repository
<b>Definition:</b>	"Out-of-Home Care" as used in this measure, includes all children in an active removal episode (between removal date and discharge date) during the period, regardless of placement type, including, but not limited to, licensed, board-paid foster care and relative care.
<b>Algorithm:</b>	This measure is a percent. This methodology tracks, for 12 months, a cohort of children who entered care during a quarter. The numerator is the number of children removed and placed in out-of-home care who leave care within 12 months. The denominator is the total number of children who entered out-of-home care during the quarter, regardless of whether they left care. The 12-month calculation is made by subtracting the removal date from the discharge date.
<b>Data Sources:</b>	CBC staff enter data directly into the HomeSafenet information system.
<b>Data Process:</b>	HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program uses the repository to produce a report "Percent of Children Exiting Foster Care within 12 Months" each quarter. The report is produced at the Statewide by District and Statewide by County levels. A change has been requested to break out the data by CBC lead agencies and sheriffs. Until that is done, data from some county-level reports are aggregated to calculate performance for CBCs within a Region or District. Online user documentation is available in HSn. Written report specifications are available upon request.

**CBC Contract Performance Measure #3:** At least 95% of the children served shall not experience maltreatment, verified or indicated, during each calendar quarter of the provision of in-home services.

**Data Storage:** HSn production databases and repository

**Definition:** Children receive child protection services to protect them from further maltreatment, both during services and after termination of services. "Maltreatment" includes both actual harm resulting from abuse or neglect, and threatened harm, but does not include "special conditions." Child protective investigators conduct investigations of maltreatment reports and document findings of "verified," "some indicators" or "no indicators." "In-home services," as used in this measure, includes children receiving ongoing services who at any time during the quarter were active in a case, but not at the same time active in a removal episode.

**Algorithm:** This measure is a percent. The numerator is the number of children receiving in-home services whose cases were active during the reporting period who had no abuse reports with maltreatment findings of "verified" or "some indicators" for an incident date during the reporting period. The denominator is the total number of children receiving in-home services during the reporting period.

**Data Sources:** Hotline staff enter abuse report information into the HomeSafenet database. Protective Investigators enter investigative information, including maltreatment findings, into the HomeSafenet database. CBC staff enter case management data into the HomeSafenet database.

**Data Process:** HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program will use repository data to produce a report. Although an HSn-CSA report has been requested for this measure, layouts and specifications have not been developed. Online user documentation will be available in HSn. Written report specifications will be available upon request.

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**CBC Contract Performance Measure #4:** At least 99.5% of children served shall not experience maltreatment, verified or indicated, during each calendar quarter in out-of-home care.

**Data Storage:** HSn production database and repository

**Definition:** "Out-of-Home Care" as used in this measure, includes all children in an active removal episode (between removal date and discharge date) during the quarter, regardless of placement type, including, but not limited to, licensed, board-paid foster care and relative care. This includes children who at any time during the reporting period were active in a case, and at the same time, active in a removal episode. Protective investigators document findings of "verified," "some indicators" or "no indicators" in HSn-CSA. Only children with maltreatment findings of "verified" or "some indicators" are counted in this measure. "Maltreatment" includes both actual harm resulting from abuse or neglect, and threatened harm, but does not include "special conditions."

**Algorithm:** This measure is a percent. The numerator is the number of children in out-of-home care who were not subjects of reports of abuse or neglect received during the quarter in which there was verified or indicated maltreatment with an incident date during the quarter. The denominator is the number of children in out-of-home care during the quarter.

**Data Sources:** Hotline staff enter abuse report information into the HomeSafenet database. Protective Investigators enter investigative information, including maltreatment findings, into the HomeSafenet database. CBC staff enter case management data into the HomeSafenet database.

**Data Process:** HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program will use the extract to produce a report to measure performance. Online user documentation will be available in HSn. Written report specifications will be available upon request.

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**CBC Contract Performance Measure #5:** At least 95% of the children served (both in-home and out-of-home) shall not experience a recurrence of maltreatment, verified or indicated, within six months after termination of services.

**Data Storage:** HSn production database and repository

**Definition:** Children receive child protection services to protect them from further maltreatment, both during services and after termination of services. "Maltreatment" includes both actual harm, resulting from abuse or neglect, and threatened harm. Child protective investigators conduct investigations of maltreatment reports and document findings of "verified," "some indicators" or "no indicators." "Termination of services" includes closure of the entire case (all subjects) or termination of services for the child, even though the case remains open.

**Algorithm:** This measure is a percent. The numerator is the number of children whose services were terminated during the reporting period who had no abuse reports with maltreatment findings of "verified" or "some indicators" within six months after termination of services. The denominator is the total number of children terminated from services during the reporting period.

**Data Sources:** Hotline staff enter abuse report information into the HomeSafenet database. Protective Investigators enter investigative information, including maltreatment findings and perpetrator relationships, into the HomeSafenet database. CBC staff enter case management data into the HomeSafenet database.

**Data Process:** HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program will use the extract to produce a report to measure performance. Online user documentation will be available in HSn. Written report specifications will be available upon request.

**CBC Contract Performance Measure #6:** At least 95% percent of children required to be seen each month (both in-home and out-of-home) shall be seen by the case manager at least once each calendar month in the child's current residence.

**Data Storage:** HSn production database and repository

**Definition:** The "case manager" is the primary point of contact with the family and the single point of accountability for the indirect services of assessment, case planning, monitoring the provision of direct services, evaluating the effectiveness of services and the decision to step-up or step-down the level of services. Contact by providers of direct services and contacts with the child outside the primary residence are no substitute for regular contact by the case manager in the home. However, for purposes of this measure, a child will be considered seen in the current residence if a case note is documented in HomeSafenet with a Note Type of "Home Visit in Child's Current Residence" and face-to-face is "completed" regardless of who the visit is "performed by." It is understood that some children must be seen in locations other than the current residence; that is why the standard is not 99%. "Children required to be seen" includes all children active as case dependents in HSn during a given month, with the following exclusions:

- ◆ Any child who turns 18 before or on the last day of the month and was not "seen" during the month. If the child was "seen" and turned 18, they are counted as "to be seen" and "seen,"
- ◆ Any child is in a case with a status of "Other State—Out of Town Inquiry,"
- ◆ Any child who becomes an active participant within 5 days of the end of the report month, or
- ◆ Any child whose case history ends during the report month, unless the child was "seen" during the report month.

**Algorithm:** This measure is a percent. The numerator is the number of children required to be seen each month who were seen at least once during the month in the child's current residence. The denominator is the number of children required to be seen each month, regardless of whether they were seen.

**Data Sources:** CBC staff enter data directly into the HomeSafenet information system.

**Data Process:** HSn data are extracted from the HSn production database and placed in the data repository at the beginning of each month. An HSn report program uses the extract to produce a report "Number and Percent of Children Seen (Current Residence and Location Visits)" each quarter. The report is produced at the Statewide by District/Region and CBC level. Online user documentation is available in HSn. Written report specifications are available upon request.

**CBC Contract Performance Measure #7:** The lead agency must have an overall satisfactory rating on the Family Safety Quality Assurance review, including the following:

1. Achieve substantial conformity on five of the seven child and family outcomes related to safety, permanency and well-being; and
2. Achieve substantial conformity on four of the six designated systemic factors; and
3. Pass the Title IV-E Eligibility section of the review.

**Data Storage:** Excel

**Definition:** “Substantial conformity” means that performance meets the national and state standards for those outcomes or criteria for which standards are established.

“Designated systemic factors” means all systemic factors except agency responsiveness to community. The review follows the framework established by the federal Child and Family Services Review (CFSR) and the Title IV-E Eligibility Reviews. However, the approach is being modified so that lead agencies are accountable for meeting only those standards that are reasonably within the control of lead agencies. For example, Item 1 of the CFSR is “Timeliness of investigations of reports of child maltreatment,” clearly not within the control of lead agencies. Another example is that when evaluating the Information System systemic factor, the focus will be on data quality, not the design of the system.

**Algorithm:** This measure gives an overall rating of “satisfactory” or “unsatisfactory” on the Family Safety Quality Assurance review.

**Data Sources:** QA and peer reviewers recording findings based on case file reviews and stakeholder interviews.

**Data Process:** Two reviews will be conducted during the fiscal year. The first will be a peer review conducted by the District or Region (Tier 2 review) in July through October. The second review will be a joint Tier 2 and Tier 3 review that mirrors the federal Child and Family Services Review (CFSR) and the Title IV-E Eligibility Reviews. It will include both a peer review conducted by the District or Region and a validation review conducted by central office QA staff in December through February, with final reports completed by March 31.

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**ATTACHMENT II**  
**Schedule of Funding Source**  
**FY 2003- 2004**

General Revenue	947,980
Tobacco Settlement Trust Fund	1,009,902
Tobacco Settlement Trust Fund - MOE	234,614
Operations and Maintenance Trust Fund	157,483
Title IV-B Child Welfare	92,726
Medicaid Administration	27,294
Temporary Aid to Needy Families	798,931
Title IV-E Foster Care	1,428,684
Title IV-E Adoption	107,220
Chafee Foster Care Independence Program	56,030
Social Services Block Grant	27,398
Social Services Block Grant 2	465,929
Title IV-B Promoting Safe and Stable Families	311,046
Child Abuse and Neglect Basic Grant	22,063
<b>Grand Total</b>	<b>5,687,300</b>

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**ATTACHMENT II-A**  
**Schedule of Funding Source**  
**FY 2004- 2005**

To be inserted here  
At the Start of the Fiscal Year

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**ATTACHMENT II-B**  
**Schedule of Funding Source**  
**FY 2005- 2006**

To be inserted here  
At the Start of the Fiscal Year

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**ATTACHMENT II-C**  
**Schedule of Funding Source**  
**FY 2006- 2007**

To be inserted here  
At the Start of the Fiscal Year

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**ATTACHMENT II-D**

**Schedule of Funding Source**

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## ATTACHMENT III

### Information System Requirements

#### ***Compatibility and Access***

The department presently maintains information in the HomeSafenet Information System (formerly known as SACWIS, Statewide Automated Child Welfare Information System) and the Integrated Child Welfare Services Information System (ICWSIS). The provider must enter data into and retrieve data from these applicable systems. The provider shall have limited access to the Florida Abuse Hotline Information System (FAHIS). In accordance with Florida Statutes, Florida Administrative Code and departmental standards and procedures, the provider shall be required to exercise due diligence to ensure and maintain the accuracy, timeliness, and appropriate levels of security of information entered into, or retrieved from, these systems. It is expressly understood that the provider's violation of ch. 119, F.S. or any associated Florida Administrative Code and departmental standards and procedures, may constitute sufficient grounds for a determination that the contract has been breached.

In the event the provider purchases, develops or maintains its own electronic information systems to support services provided through this contract, the department must have access to all information necessary to audit and examine such information in its native format, using access devices (terminals, personal computers, or other devices required) made available for this purpose by the provider. The provider must provide the department's representatives with the necessary system user accounts and passwords to access all information related to this contract which may be stored in the provider's systems. The department may require the provider to accurately complete a self-audit questionnaire relating to the electronic information systems the provider and any subcontractors or affiliates participating under this contract use. Material security violations or improper information disclosures, if found, shall constitute sufficient grounds for a determination that the contract has been breached.

The provider shall comply with any naming conventions, security requirements, or other specifications relating to any connection it may be allowed to make to the department's electronic information systems. The provider's own systems and premises shall be subject to inspection by the department's representatives at any time to verify compliance with security requirements. Any data communications involving the department may also be monitored by department security or systems personnel for compliance with these requirements or misuse of the systems.

#### ***Security***

The provider shall comply with all applicable laws and procedures pertaining to security and confidentiality including but not limited to those listed in Attachment IV.

In the event that the provider is allowed to electronically connect to any of the department's facilities, the department may suspend or revoke that connection at any time if the department has reason to believe that the security of the department's systems may be compromised by a continuation of that connection.

#### ***Liability for System Failure***

The department agrees to not be liable to the provider for a failure of any of the department's systems or for the degradation or disruption of any connection or system. Provider loss or diminution of access to the department's systems for any reason shall not excuse the provider from its obligations under this contract. The length of time of a department system failure will be calculated in working days. The provider shall be held accountable for late data input due to a department systems failure of less than one working day. Department systems failure of more than one working day shall be calculated as follows:

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For each additional working day of department systems failure the provider shall have two working days for data input before they are held accountable for late data input.

### ***Integrated Child Welfare Service Information System***

The provider shall enter data into ICWSIS within 48 hours to indicate changes in a child's living arrangements or legal status or changes made to a foster home's status.

### ***HomeSafenet Requirements***

HomeSafenet Information System (HomeSafenet) is the department's system of record for all casework. The provider specifically agrees that HomeSafenet will always contain the most current and the most accurate information regardless of any other systems employed.

The provider specifically agrees to collect, enter and maintain all data to meet HomeSafenet requirements in accordance with HomeSafenet policies and procedures including timeliness criteria.

Caseworkers shall be responsible for verifying on a regular basis, and no less than monthly, the accuracy and completeness of all data relating to their assigned cases within HomeSafenet.

The provider is responsible for purification of data for the geographic area served by the provider in state systems that may be necessary before any future automated conversion of data from current systems to HomeSafenet for subsequent releases. This includes data entered before the provider assumed responsibility for services. The provider is also responsible for any manual data conversion activities required. If additional funds are made available to the Region for this purpose, a proportionate amount will be added to this contract for a similar level of effort.

Joint Application Development (JAD) Sessions and Testing. The provider shall participate in JAD sessions and acceptance testing during the development of HomeSafenet. The provider shall be responsible for any travel costs associated with attendance at these sessions.

Application Training. The provider shall participate in application training for use of the system, as required during the deployment of future HomeSafenet functionality. The provider shall be responsible for any travel costs associated with attendance at these training sessions.

Site Survey. The provider agrees to allow the department to conduct a site survey to determine needs related to the implementation of HomeSafenet at the provider's site(s). The department agrees to determine the resources needed to equip the provider's staff and in evaluating site security requirements.

Equipment. The provider may not use equipment provided by the department and purchased with HomeSafenet funds for any purpose other than to support staff providing Title IV-E and IV-B eligible services in accordance with the department's federally approved cost allocation plan for HomeSafenet. HomeSafenet computer equipment shall not be transferred, replaced or disposed of by the provider without prior permission of the contract manager.

### ***Information Technology Support***

The purpose of this section is to define the areas of Information Technology (IT) support and responsibility between the provider and the department's Region Management Information Systems. Certain conditions based on physical location of the provider staff, department staff, ownership of the building leases and ownership of the facility LAN and WAN connections will impact the specific IT support for the provider.

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**With respect to IT support for provider staff located in a department facility, where the Local Area Network and Wide Area Network connections are controlled by the department, the following will be supported:**

Department staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement then it is the responsibility of the department to pay for these repairs or replacements.

Any new data wiring required by the provider for connectivity must be approved by the department, through the Information Resource Request Process, and shall be paid by the provider.

The department agrees to install and configure appropriate device access to any required state application(s). The department agrees to coordinate with the provider MIS staff to resolve WAN access to any required state application(s).

The department agrees to provide PC Software and Security access assistance to the provider staff only for state-owned applications. Example: Novell, FAHIS, HSN and Adoption Exchange. The provider shall provide PC Software and Security access assistance to the provider staff for non state-owned applications.

The department's Office of Information Systems Customer Assistance Center in Tallahassee will be the Tier One or initial contact for support on provider computer issues. The department's Region MIS office will be Tier 2 support. All IT support will be documented by means of a generated work order by the department.

Any installation of any type of Network Server on a department LAN must be approved by the department's Region Information Systems Director.

**With respect to IT support for provider staff located in a provider facility where the Local Area Network and Wide Area Network connections are controlled by the provider, the following will be supported:**

The department agrees to coordinate with the provider MIS staff in the installation, configuration and security access to any state owned application(s). The department agrees to install and configure appropriate device access to any required state application(s). The department agrees to coordinate with the provider MIS staff to resolve WAN access to any required state application(s).

Provider staff may optionally call the Customer Assistance Center in Tallahassee for first line of support, or they can call their own provider network helpdesk support first.

Provider staff will troubleshoot all LAN/WAN connections. If any LAN connection requires repair or replacement then it is the responsibility of the provider to pay for these repairs or replacements.

Any new data wiring required by the provider for connectivity must be approved by the department, through the Information Resource Request Process, and shall be paid by the provider.

The provider shall provide PC Software and Security access assistance to the provider staff for only provider-owned applications.

## ATTACHMENT IV

### AUTHORITY AND REQUIREMENTS

The provider shall be knowledgeable of and fully comply with all state and federal laws, rules, and regulations as amended from time to time, that do or may affect the subject areas of this contract. Authorities include, but are not limited to the following:

#### I. PROGRAMMATIC AUTHORITY (FEDERAL)

- A. Federal foster care services: Social Security Act, Title IV-B and Title IV-E, as amended (42 U.S.C. 670-679a; 45 C.F.R. 1355-1357); P.L. 96-272, Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 670, et seq.); P.L. 100-485, Family Support Act of 1988 (42 U.S.C. 602; 42 U.S.C. 1396a; 45 C.F.R. 92.32 Uniform Requirements for Grant and Cooperative Agreements Equipment; 45 C.F.R. 95, 204-206, 233, 234, 260); P.L. 103-382, S. 551, The Multiethnic Placement Act of 1994 (MEPA); P.L. 104-188, S. 1808, Removal of Barriers to Interethnic Adoption; P.L. 105-89, Adoption and Safe Families Act of 1997; P.L. 106-169, Foster Care Independence Act of 1999.
- B. Federal child welfare services: Social Security Act, as amended; Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 620-628a; 45 C.F.R. 1355-1357)
- C. Federal family preservation and support services: Social Security Act, as amended (42 U.S.C. 629-629e; 45 C.F.R. 1355-1357).
- D. The provider shall ensure compliance with Title IV-B of the Social Security Act, Title IV-E of the Social Security Act, Social Services Block Grant (SSBG), Title XIX (Medicaid), and Temporary Assistance for Needy Families (TANF).
- E. Federal Indian Child Welfare Act of 1978, 25 U.S.C. 1901 et seq.
- F. Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

#### II. FLORIDA STATUTES

Applicable Florida Statutes as amended from time to time including, but not by way of limitation:

##### A. Family Safety Program

- CH 39 Proceedings Relating to Children
- CH 61 Dissolution of Marriage; Support; Custody
- CH 63 Adoption
- CH 383 Maternity And Infancy Hygiene
- CH 391 Children's Medical Services
- CH 393 Developmental Disabilities
- CH 402 Health And Human Services: Miscellaneous Provisions
- CH 409 Social And Economic Assistance
- CH 411 Handicap Or High-Risk Condition Prevention And Early Childhood Assistance
- CH 414 Family Self-Sufficiency
- CH 415 Adult Protective Services
- CH 435 Employment Screening
- CH 455 Business And Professional Regulation: General Provisions

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- CH 490 Psychological Services
- CH 491 Clinical, Counseling, And Psychotherapy Services
- CH 743 Disability Of Nonage Of Minors Removed
- CH 760 Discrimination In The Treatment Of Persons; Minority Representation
- CH 827 Abuse Of Children

**B. Alcohol, Drug Abuse and Mental Health Services**

- CH 381 Public Health: General Provisions
- CH 386 Particular Conditions Affecting Public Health
- CH 394 Mental Health
- CH 397 Substance Abuse Services
- CH 458 Medical Practice
- CH 459 Osteopathic Medicine
- CH 464 Nursing
- CH 465 Pharmacy
- CH 499 Drug, Cosmetic, And Household Products
- CH 553 Building Construction Standards
- CH 893 Drug Abuse Prevention And Control

**C. Department of Administrative Services**

- Section 112.061 Per diem and travel expenses of public officers, employees, and authorized persons.
- Section 112.3185 Contractual services.
- CH 120 Administrative Procedures Act.
- Section 215.422, F.S. Warrants, vouchers, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance.
- Section 255.0515 Bids for state contracts; substitution of subcontractors.
- CH 287 Procurement Of Personal Property and Services.

**D. Statewide Requirements**

- Section 23.30, F.S. Florida Customer Service Standards Act
- CH 119 Public Records
- CH 282 Communications and Data Processing
- CH 815 Computer-Related Crimes

**III. FLORIDA ADMINISTRATIVE CODE (RULES)**

**A. Family Safety Program**

- 65C-6 Domestic Violence
- 65C-7 Specific Standards For Child Protection Teams
- 65C-8 Sexual Abuse Treatment Program
- 65C-9 Alien Children
- 65C-10 Child Protective Investigations
- 65C-11 Protective Services
- 65C-12 Emergency Shelter Care
- 65C-13 Substitute Care Of Children
- 65C-14 Group Care

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- 65C-15 Child-Placing Agencies
- 65C-16 Adoptions
- 65C-17 Master Trust
- 65C-20 Family Day Care Standards and Large Family Child Care Homes
- 65C-21 Subsidized Child Care
- 65C-22 Child Care Standards
- 65C-23 WAGES Hardship Exemption and Prevention Services
- 65C-24 Relative Caregiver
- 65C-25 Specialized Child Care Facilities for the Care of Mildly-Ill Children

**B. Alcohol, Drug Abuse and Mental Health Services**

- 65E-4 Community Mental Health Regulation
- 65E-5 Mental Health Act Regulation
- 65E-10 Psychotic and Emotionally Disturbed Children - Purchase of Residential Service Rules
- 65E-12 Public Mental Health, Crisis Stabilization Units, Short-Term Residential Treatment Programs
- 65E-14 Community Alcohol, Drug Abuse and Mental Health Services - Financial Rules
- 65E-15 Continuity of Care Case Management
- 65E-20 Forensic Client Services Act Regulation

**IV. FAMILY SAFETY OPERATING PROCEDURES:**

The provider may develop operating procedures to be approved by the department equivalent to the following subjects. In the interim, the provider must follow the department's equivalent operating procedures.

- CFOP 15-12 Procedures for Releasing Selected Information Pertaining to an Abuse, Neglect, Abandonment or Exploitation Report
- CFOP 30-5 Cases Requiring Entry of a Final Order
- CFOP 60-11 Policy On Domestic Violence, Chapter 1
- CFOP 60-52 Employees as Guardians Ad Litem
- CFOP 175-15 Child Welfare Legal Services
- CFOP 175-16 Avoiding Unnecessary Placements Through the Use of Substitute Care Funds
- CFOP 175-17 Child Death Review Procedures
- CFOP 175-18 Child Care Training
- CFOP 175-19 Administrative Fines for False Reporting of Abuse, Neglect and Abandonment
- CFOP 175-20 Child Protection Teams and Sexual Abuse Treatment Programs
- CFOP 175-21 Investigative Response
- HRSOP 175-22 Diligent Search
- CFOP 175-23 Case Supervision in Initial Responses/Assessments Involving Shelter Care
- CFOP 175-24 Predisposition Study
- CFOP 175-25 Additional and Supplemental Reports
- HRSOP 175-26 Confidentiality of Children and Families Records
- CFOP 175-28 Allegation Matrix
- CFOP 175-29 Temporary Assistance for Needy Families (TANF) Funding for Services
- HRSOP 175-33 Out-Of-Town Inquiries
- CFOP 175-34 Removal and Placement of Children
- CFOP 175-36 Reports and Services Involving Indian Child
- CFOP 175-37 Sharing Records With Children
- CFOP 175-38 Reunification
- CFSOP 175-39 Change of Custody

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CFOP 175-40	Consent for Medical Screening, Examination, and Treatment of Children in Physical or Legal Custody of the Department
CFOP 175-41	Family Assessment
CFOP 175-42	Case Chronological Documentation
CFOP 175-43	Courtesy Supervision
CFOP 175-44	Services to Refugee and Entrant Unaccompanied Minors
CFOP 175-45	Assessment of Florida Abuse Hotline Information Referrals
CFOP 175-46	Duplicate and Sequence Merges
CFOP 175-47	Termination of Services - General
CFOP 175-48	Transfer of Cases Within and Between Districts
CFOP 175-49	Reports Involving Allegations of Medical Neglect of an Infant with a Life Threatening Condition
CFOP 175-50	Visitation and Other Contact with Children in Shelter
CFOP 175-51	Manual Expunction of Florida Abuse Hotline Information System Records
CFOP 175-52	Relicensing Child-Placing Agencies
CFOP 175-54	Interstate Compact on the Placement of Children
CFOP 175-55	Priority Placement under the Interstate Compact on the Placement of Children
CFOP 175-56	Reports Involving Families Residing on Federal Property
CFOP 175-57	Caller Identification
CFOP 175-58	Relicensing of Family Foster Homes and Emergency Shelter Care Homes
CFOP 175-59	Master Trust for Benefit of Family Safety and Preservation Program Clients
CFOP 175-60	State Institutional Claims for Damages Caused by Shelter or Foster Child
CFOP 175-61	Exit Interviews for Children in Shelter/Foster Care
CFOP 175-62	Expediting Permanency for Abandoned Infants
CFOP 175-64	Family Foster Home Waivers
CFOP 175-67	Finalized Adoption Cases and Automated System Client Identifiers
CFOP 175-69	Hospital/Emergency Room Child Abuse Reports
CFOP 175-70	Funeral Arrangements for Children in Foster Care
CFOP 175-71	Title IV-E Foster Care and Adoption Subsidy
CFOP 175-72	New Children In Families With Active Investigations Or Case Services Or Where Involuntary Termination Of Parental Rights Has Occurred In The Past
CFOP 175-76	Employees Involved In Reports Of Abuse, Neglect, Abandonment Or Exploitation
CFOP 175-77	WAGES/Hardship Exemption - Substitute Care Review
CFOP 175-79	Relative Caregiver Program
CFOP 175-80	Independent Living Services (Ages 16 to 21)
CFOP 175-81	Subsidized Independent Living (SIL)
CFOP 175-83	Identification of Children
CFOP 175-85	Prevention, Reporting and Services To Missing Children
CFOP 175-86	Dependency Court Intervention In Cases Of Abuse Or Neglect By Non-Custodial Parents
CFOP 175-88	The Prevention And Placement Of Child Victims And Aggressors Involved In Child-On-Child Sexual Abuse, Sexual Assault, Seduction Or Exploitation In Substitute Care
CFOP 175-89	Filing Of Petition For Release Of Abuse Records To The Public
CFOP 175-90	"Extraordinary Circumstances" For Extension Of Case Plans
CFOP 175-91	Abuse And Neglect Clearance Of Informal Child Care Providers
CFOP 175-93	TANF Uses in Family Safety
CFOP 175-94	Direct Access To Information for Background or Criminal History Checks for Investigations, Emergency Placements, and Out of the Ordinary Circumstances

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CFOP 175-96      Coordination of Services Including Mental Health and Substance Abuse Services for Youth in the Care and Custody of DCF and Served by the DJJ

CFOP 215-6      Incident Reporting and Client Risk Prevention

**V. MISCELLANEOUS**

**A. Department of Children and Families Operating Procedures**

CFOP 15-4      Records Management

CFOP 75-2      Contract Management System for Contractual Services

CFOP 75-8      Contract Monitoring

CFOP 125-1      Community Resources/Volunteer Management

CFOP 155-10      Mental Health Services for Children in the Custody of the Department

**B. Information Systems Operating Procedures**

CFOP 50-2      Security of Data and Information Technology Resources

CFOP 50-7      Policy on Enhanced Workstations and Statewide Office Automation Standards.

CFOP 50-6      Security

CFOP 50-9      Policy on Information Resource Requests

**C. Federal Cost Principles ([www.whitehouse/omb/circulars/index](http://www.whitehouse/omb/circulars/index))**

OMB Circular A-87      Cost Principles for State, Local and Indian Tribal Governments

OMB Circular A-122      Cost Principles for Non-Profit Organizations

OMB Circular A-133, as amended      Audits of States, Local Governments, and Non-Profit Agencies

## ATTACHMENT V

### Tangible Personal Property Requirements

**1. Definitions.**

- a. As used in this section, "property" includes:
  - (1) Equipment, furniture, fixtures, motor vehicles, and other personal property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is \$1,000 or more, and the expected useful life of which at the time of transfer or purchase is one (1) year or more.
  - (2) All computers with an expected useful life of which at the time of transfer or purchase is one (1) year or more.
- b. As used in this section, "motor vehicles" includes any automobile, truck, airplane, boat, or other mobile equipment used for transporting persons or cargo.

**2. Transferred Property.**

If this contract is preceded immediately by a Community-Based Care start-up contract, the closeout inventory that was completed no later than 30 calendar days before the completion or termination of the Community-Based Care start-up contract shall be used as the beginning inventory for this services contract.

- a. Before transferring property to the provider from the department, all property to be transferred shall be inventoried, and the inventory shall be agreed upon and signed by both parties. The property decal for each property item shall be removed by the department prior to transfer. The department shall be responsible for adjusting the department's property records to reflect this transfer and change of ownership.
- b. The agreed upon inventory shall include, at a minimum, the property decal number, a description of the property, model number, manufacturer's serial number, date of acquisition, original acquisition cost and location.
- c. Annually thereafter, the provider shall submit to the department a complete inventory of all property transferred to the provider from the department. This includes the closeout inventory that was completed no later than 30 days before the completion or termination of the Community-Based Care start-up contract. The inventory shall include all data elements described in 2.b. above, and clearly reflect any replacement or disposition of the property.
- d. If the original acquisition cost of a property item is not available at the time of transfer, an estimated value shall be agreed upon by both parties and that value shall be used in place of the original acquisition cost.

**3. Property Items Purchased by Provider.**

November, 2003  
United For Families, Inc.

ATTACHMENT VII

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Diane DeMark  
Signature

11/19/03  
Date

Diane DeMark  
Name of Authorized Individual

Z J 184  
Application or Contract Number

United For FAMILIES, Inc.  
Name and Address of Organization

10570 S. FEDERAL Hwy.  
SUITE 201  
Port St. Lucie, FL 34952

AMENDMENT No. 0001

THIS AMENDMENT, entered into between the Florida Department of Children and Families, hereinafter referred to as the "department", and United For Families, Inc., hereinafter referred to as "provider", amends contract #ZJ184, as follows:

1. Page 1, Section I, Paragraph D.2., of the Standard Contract is deleted in its entirety and replaced as follows:

"To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department. Records shall be retained for periods longer than six (6) years when required by law."

2. Page 2, Section I, Paragraph D.8., of the Standard Contract is deleted in its entirety.
3. Page 2, Section I, Paragraph F.1., of the Standard Contract is deleted in its entirety and replaced as follow:

"1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, employees and subcontractors during the performance or operation of this contract or any subsequent modifications thereof."

4. Page 3, Section I, of the Standard Contract, add a new Paragraph M.3. as follows:

"3. Subcontractors who are on the discriminatory vendor list, may not transact business with any public entity, in accordance with the provisions of section 287.134 F.S."

5. Page 4, Section I, of the Standard Contract, Paragraphs T. through Z. are deleted in their entirety and replaced as follows:

**"T. Gratuities**

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

**U. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.
3. The provider, if not a state agency shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.
4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in anyway involved in the work contemplated by this contract.
5. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

## V. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

## W. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request system or information access and insuring that user access has been removed from all terminated provider employees.
2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.
3. To furnish Security Awareness Training to its staff.

4. To insure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy which may be obtained from the contract manager.

#### X. Accreditation

That the department is committed to insuring provision of highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will be either accredited, or have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

#### Y. Agency for Workforce Innovation and Workforce Florida

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

#### Z. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164)."

6. Page 5, Section I, of the Standard Contract, add a new Paragraph AA. as follows:

##### "AA. Emergency Preparedness

If the task to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority of such provider in order to assure implementation of agreed emergency relief provisions."

7. Page 5, Section II, Paragraph A., line 3 of the Standard Contract, delete "\$40,524,000.00" and insert "\$42,538,388.00", in lieu thereof.

8. Page 7, Section III, Paragraph E.1., lines 4, 5, and 6 are deleted in their entirety and replaced as follows:

"United For Families, Inc.

P.O. Box 2399  
Ft. Pierce, FL 34954-2399

9. Page 21, Section C., Method of Payment, Paragraph 1., line 6, delete "\$40,524,000.00" and insert "\$42,538,388.00", in lieu thereof.
10. Page 21, Section C., Method of Payment, Paragraph 1, line 12 for FY 2004-2005, Attachment II-A, delete "Subject to the availability of funds" and insert "\$16,909,969.00", in lieu thereof.
11. Page 43, Attachment II-A, is deleted in its entirety and replaced with Revision 1 to Page 43, Attachment II-A, attached hereto.
12. Pages 57, 58, and 59, Attachment VI, are deleted in their entirety and replaced with Revision 1 to Pages 57, 58, and 59, dated 10/01/04, Attachment VI, attached hereto.

This amendment shall begin on 10/15/2004, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this eight (8) page Amendment No. 0001 to be executed by their officials hereby duly authorized.

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PROVIDER:  
UNITED FOR FAMILIES, INC.

Signed By: Louis Boccabella

Name: Louis Boccabella

Title: President of the Board

Date: 10-27-04

Federal I.D. # [REDACTED]

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FLORIDA DEPARTMENT OF  
CHILDREN AND FAMILIES

Signed By: Vern Melvin

Name: Vern Melvin

Title: District Administrator

Date: 10-29-04

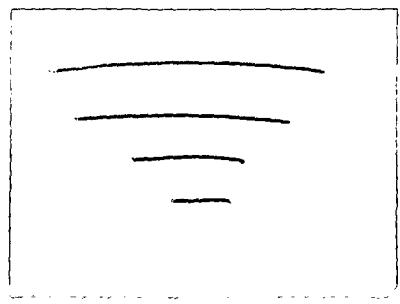


Exhibit "C9

## United For Families, Inc. Standard Contract

**THIS NETWORK PROVIDER CONTRACT** is entered into between United For Families, Inc. (hereinafter referred to as "UFF"), the community-based lead agency for child welfare services in District 15 and Hibiscus Children's Center. (hereinafter referred to as "network provider").

### Recitals

**WHEREAS**, UFF has entered into a contract with the Florida Department of Children and Family Services (DCF), relating to the administration and delivery of protective services supervision and social services to children and families who are referred to UFF by DCF; **WHEREAS**, UFF is responsible for providing and coordinating all services for children and their families with multiple needs who are enrolled in UFF and are served by multiple network providers; **WHEREAS**, network provider is in the business of delivering quality child welfare services; and **WHEREAS**, UFF and network provider mutually desire that network provider deliver child welfare services to clients (as defined below) in a cost-effective manner consistent with quality care.

**NOW THEREFORE**, in consideration of the mutual undertakings and contracts hereinafter set forth, UFF and network provider agree as follows:

### I. Authority

Section 409.1671, F.S., authorizes the Department of Children and Family Services (DCF) to contract with a lead community-based agency to privatize foster care and related services. United For Families, Inc. (UFF) is the contracted lead community-based agency responsible for the privatization of foster care and related services in accordance with this statute.

### II. Definitions

- A. **Advance Payment** - A payment situation whereby under certain circumstances it is possible to make a portion of the contract funds available to a network provider prior to the delivery of services or expenditure of funds by the network provider.
- B. **Amendment** - A document by which substantial changes are made to the terms of an executed contract. (Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period and methods of payment. The amendment is incorporated as part of the original contract.)
- C. **UFF Case Manager** - The case management employee selected to lead the Family Service Team and to manage the provision of services to a client.
- D. **UFF Contract Manager** – Refers to the UFF employee responsible for enforcing the performance of contract terms and conditions. The contract manager is the primary point of contact through which all contracting information flows between UFF and the network provider.

**EXHIBIT A**

- E. **UFF Fiscal Year** - An accounting period of twelve (12) consecutive months starting on July 1 and ending on the last day of June the following year.
- F. **Client/Clients** – Refers to the children and families served by UFF or its network providers.
- G. **Contract** – A contract, for the purposes of this document, is a formal written agreement between UFF and an individual or organization for the procurement of commodities and/or services. A contract consists of the Standard Contract, Program Specific Attachment I, including special provisions where appropriate, plus any exhibits deemed necessary. Per Chapter 287, Florida Statutes (F.S.), a contract must be signed by both parties prior to services being rendered.
- H. **Contract Term** - The period of time beginning with the contract start date and ending with the contract ending date.
- I. **Cost Reimbursement** – A method of payment used to reimburse the network provider for actual expenditures incurred in accordance with a line item budget.
- J. **Department** – Refers to the Florida Department of Children and Family Services (DCF).
- K. **District** – The Florida Department of Children and Families' territorial division pertains to a geographical service area.
- L. **Exhibit** – A document or material object added to the Attachment I.
- M. **Fixed Price** – A payment method used when services can be broken down into unit costs (e.g., hours, days), or a fixed fee (e.g., payment based on delivery of a complete service).
- N. **Invoice** - A standardized form used by the network provider to request payment from UFF.
- O. **Network Provider** – The individual or entity that, by becoming a party to this contract, shall provide or arrange for the provision of services to specified clients pursuant to the terms of this contract and each client's family service plan. All terms of this contract shall apply to all of network provider's employees, agents and independent contractors who provide direct care to clients. It shall be network provider's obligation to ensure compliance with such terms.
- P. **Network Provider Fiscal Year** – A network provider's accounting period of twelve (12) consecutive months.
- Q. **Services** - All of the behavioral health and/or social services provided by network provider to clients.
- R. **Information Systems** – Refers to information systems utilized by UFF including, but not limited to, HomeSafenet, ICWSIS, Adoption Exchange System, UFF Provider Profiling System, UFF Foster Tracking System, CoBRIS and any other systems determined necessary by UFF.

### III. Duties of a Network Provider

#### A. Services

1. The network provider shall be responsible for providing authorized contracted services as defined in Attachment I of this contract. Such services will be performed in a professional manner in accordance with applicable professional standards and will be provided in a manner consistent with applicable laws, regulations, certification standards and licensing standards. The network provider hereby assumes towards UFF all the obligations and responsibilities that UFF assumes towards DCF by that contract relating to the administration and delivery of protective services supervision and social services to children and families who are referred to UFF by DCF in District 15, as far as the network provider's services are concerned, and agrees to abide by all of the terms and conditions thereof to the same extent and to all intents and purposes, as if network provider were the principal contracting party, save only as modified by this contract. Moreover, network provider shall include this term in its agreements with its subcontractors. Because UFF is bound to obtain authorization from DCF before subcontracting under its contract, network provider shall use its best efforts to assist UFF in obtaining such authorization. The network provider shall not be held responsible for non-compliance with the contract terms where executive director or designee of UFF has waived compliance in writing.
2. Network provider shall use its best efforts to modify its services to meet the needs of any particular client prior to considering an unsuccessful discharge of such client. Network provider acknowledges that the goal of UFF is to promote flexibility and specialization of treatment on an individual client basis. Network provider shall assist UFF in striving to attain this goal as well as to assist UFF, on a system-wide basis, in identifying and developing new services to meet the needs of clients.
3. Network provider shall comply with all federal, state and local laws and rules including but not limited to those related to investigations of child abuse/neglect, case/treatment planning and plans of care, placing clients in substitute care, risk assessments, safety planning for clients, administrative reviews, supportive services, residential treatment, foster care, adoption services, mental health services, mental retardation/developmental disabilities services, alcohol/drug addiction services and juvenile court rules of procedure. Network provider shall comply with all revisions, amendments, modifications and additions to federal, state and local laws and rules related to subjects identified in this section. Network providers outside of the state of Florida shall comply with provisions of Florida law regarding these subjects.

#### B. Third-Party Payments

The network provider shall cooperate fully with UFF in providing information and performing tasks necessary to receive reimbursement from any applicable third party payers and in all other matters relating to proper coordination of benefits. If network provider receives any payment from a third party payer for services delivered to a client that have been paid by UFF (i.e., "double billing"), then the payment to network provider from UFF for subsequent invoices will be reduced by the amount paid by the third party payer. If there are no subsequent invoices, the funds will be subject to recoupment.

### C. Quality Management

Upon request, the network provider shall document aggregate and individual data in a timely and accurate fashion in order to assist UFF in evaluation of the effectiveness of services delivered by network provider as well as the network provider's compliance with this contract. In addition, network provider shall participate upon request and reasonable notice in regular evaluation and quality improvement activities performed by UFF, and any other licensing and/or accrediting body during the term of this contract.

### D. Health Insurance Portability and Accountability Act (HIPAA)

1. Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162, and 164).
2. If required by 45 CFR Parts 160, 162, or 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:
  - a. The network provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.
  - b. The network provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.
  - c. The network provider agrees to report to UFF and/or DCF any use or disclosure of the information not provided for by this contract or applicable law.
  - d. The network provider hereby assures UFF and DCF that if any PHI received from UFF or DCF, or received by the network provider on UFF or DCF's behalf, is furnished to network provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the network provider with respect to such information.
  - e. The network provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.
  - f. The network provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.
  - g. The network provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.
  - h. The network provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from UFF and DCF or created or received by the network provider on behalf of UFF or DCF available for purposes of determining the network provider's compliance with these assurances.
  - i. The network provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from UFF or DCF or received by the network provider on behalf of UFF or DCF, that the network provider still maintains regardless of form. If not feasible, the protections of this contract are

Foster Care Licensing, Re-Licensing, Recruitment, Retention & Support

hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

- j. A violation or breach of any of these assurances shall constitute a material breach of this contract.

#### **E. Information Systems**

The network provider shall appropriately utilize any and all information systems required by DCF or UFF. The network provider shall maintain data integrity in each of the systems, update the required information as required, and abide by DCF and UFF data security policies and procedures.

#### **F. Emergency Preparedness**

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the network provider shall, within thirty (30) days of the execution of this contract, submit to the UFF contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies and a recovery plan that will allow the network provider to continue functioning in compliance with the executed contract in the event of an actual emergency. UFF agrees to respond in writing within thirty (30) days of receipt of the plan accepting, rejecting or requesting modifications. In the event of an emergency, UFF may exercise oversight authority over such provider in order to assure implementation of agreed emergency relief provisions.

#### **G. Civil Rights Requirements**

1. Network provider shall not discriminate against any employee in the performance of this contract, or against any applicant for employment, because of age, race, religion, marital status, creed, color, disability, national origin or sex. The network provider further assures that all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees because of age, race, religion, marital status, creed, color, disability, national origin or sex. This is binding upon the network provider employing fifteen (15) or more individuals.
2. The network provider shall complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon network providers that have fifteen (15) or more employees. This form may be obtained from the UFF contract manager.

#### **H. Incident Reporting and Client Risk Prevention**

1. The network provider shall be responsible for reporting to the UFF contract manager and the UFF Director of Quality and Administrative Services any critical incidents involving clients served through this contract. This reporting shall be done verbally within four (4) hours, with written confirmation within twenty-four (24) hours. Critical incidents include any of the following: death, serious injury or serious illness of a client; events or circumstances of a serious nature that pose physical or emotional danger to client or staff; placement disruption; suicide attempt by a client; runaway by a client. The network

provider agrees to follow UFF Operating Procedures Series 800 and will complete UFF Incident Reporting Form for reporting and tracking of all significant events. This form may be obtained from the UFF contract manager.

2. The network provider will immediately report knowledge or reasonable suspicion of abuse, neglect or exploitation of a child, aged person or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the network provider and its employees.

#### **I. Grievance System**

UFF shall maintain a grievance procedure for clients, their families, custodians and guardians. Complaints received by UFF concerning services rendered by the network provider shall be resolved in accordance with UFF procedure. The network provider shall submit the appropriate information necessary to resolve client grievances, attend hearings and otherwise cooperate with UFF in the resolution of client complaints. If a complaint is made by or on behalf of a client to the network provider, the network provider shall notify the UFF case manager who will handle the complaint according to UFF's policy and procedure.

#### **J. Licensure**

The network provider represents and warrants that for the duration of this contract network provider will remain duly licensed and/or certified in accordance with the laws of the State of Florida and as may be applicable for the provision of services to clients. The network provider shall provide to UFF evidence of any license and/or certification that is required by law to permit network provider to provide the services covered by this contract. Network provider shall notify UFF immediately if network provider's license and/or certification to practice is/are restricted, suspended, revoked or otherwise terminated.

#### **K. Confidentiality of Client Information**

Network provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

#### **L. Governing Law**

1. If this contract contains federal funds, the network provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92.
2. If this contract contains federal funds and is over \$100,000, the network provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 30). The network provider shall report any violations of the above to UFF.
3. No federal funds received in connection with this contract may be used by the network provider, or agent acting for the network provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the network provider must, prior to contract execution, complete the Certification Regarding Lobbying Form which may be

obtained from the UFF contract manager. If a Disclosure of Lobbying Activities Form, Standard Form LLL, is required, it may be obtained from the UFF contract manager. All disclosure forms as required by the Certification Regarding Lobbying Form must be completed and returned to the UFF contract manager.

4. Unauthorized aliens shall not be employed. UFF shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by UFF.
5. If this contract contains \$10,000 or more of federal funds, the network provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR, Part 60. [45CFR, Part 92]
6. If this contract contains federal funds and provides services to children up to age eighteen (18), the network provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6083). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.

#### M. Conviction of Offense

1. The network provider represents and warrants that network provider, its employees, agents and independent contractors who provide direct care to clients have never been convicted of a criminal offense against clients served, have never entered a plea of guilty or nolo contendere ("no contest") to any criminal charge described in subparagraph (c) below of this contract or have never been disciplined in any manner by any licensing agency or professional board or organization for professional incompetence or misconduct. Network provider agrees, and will require each of such employees, agents and independent contractors, and each of its volunteers and students, to authorize UFF to review background check documentation for criminal offenses, licensing violations, case dispositions and adjudications of abuse and/or neglect by network provider and by all its agents, employees, independent contractors, volunteers and students used by network provider to provide services.
2. Network provider will utilize only employees, independent contractors, volunteers or students to provide direct care to clients who have signed an affidavit of moral character and agreed to undergo a criminal background check.
3. The network provider shall complete criminal background checks on all employees, agents and independent contractors, as well as all volunteers and students, in accordance with Chapter 435, Florida Statutes. The network provider shall decline to hire or will fire any such persons to assure to the fullest extent possible that no individual with a felony conviction for drug abuse, a conviction for any crime of violence or any sexual offense, or a conviction for any form of abuse or neglect against children or child endangerment is left unsupervised with clients. The network provider shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, reference and police checks, and training methods for employees, agents, independent contractors, volunteers and students.

## N. Transportation

The network provider agrees that any employee, agent, independent contractor, volunteer or student who transports clients and/or their family members will have a current, valid driver's license and, if using his or her own private vehicle to transport clients, will have the appropriate automobile liability insurance. The network provider shall have automobile insurance for vehicles the network providers owns or leases. Such policy will have a limit of not less than one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000) in the annual aggregate.

## O. Liability Coverage; Indemnity

Network provider shall provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the network provider and the clients to be served under this contract. Upon the execution of this contract, the network provider shall furnish UFF with written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida, and as part thereof, shall provide for adequate insurance coverage for all claims resulting from physical and sexual abuse. Furthermore, the network provider's professional liability insurance coverage will not exclude claims resulting from physical and/or sexual abuse. UFF reserves the right to require additional insurance as specified in this contract.

## P. Service Documentation

The network provider shall provide accurate documentation to UFF regarding services provided to clients according to requirements outlined in Attachment I to this contract.

## Q. Records: Access, Audits and Retention

1. The network provider will establish and maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by UFF under this contract.
2. The network provider will retain all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or if an audit has been initiated and audit finding have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon demand, at no additional cost to UFF, the network provider will facilitate the duplication and transfer of any records or documents during the required retention period.
4. The network provider will assure that these records shall be subject at all reasonable times to inspection, review, copying or audit by Federal, State or UFF employees.
5. At all reasonable times for as long as records are maintained, persons duly authorized by UFF, DCF, State and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall be allowed full access to and the right to examine any of the network provider contracts and

6. The network provider will provide a financial and compliance audit to UFF as specified in Attachment II and to ensure that all related party transactions are disclosed to the auditor.
7. The network provider will include these aforementioned audit and record keeping requirements in all subcontracts and assignments.

#### **R. Monitoring**

The network provider will permit UFF and/or DCF to inspect any records, papers, documents, facilities, goods and services of the network provider that are relevant to this contract, and to interview any clients and employees and subcontractor employees of the network provider to assure UFF of the satisfactory performance of the terms and conditions of this contract. Following such evaluation, UFF will deliver to the network provider a written report of its findings and recommendations. The network provider hereby agrees to develop and implement a plan to correct all noted deficiencies identified by UFF and/or DCF within the specified period of time set forth in the approved corrective action plan.

#### **S. Assignments and Subcontracts**

1. The network provider will neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval from UFF contract manager. Any sublicense, assignment or transfer otherwise occurring, without prior approval of UFF, shall be null and void.
2. The network provider will be responsible for all work performed and expenses incurred with the project. If UFF permits the network provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the network provider that all such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by UFF. Such review of the written subcontract document by UFF will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this contract. The network provider further agrees that UFF shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the network provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The network provider, at its expense, will defend UFF against such claims.

#### **T. Patents, Copyrights, and Royalties**

1. In the event that any books, manuals, films or other copyrightable materials are produced, the network provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
2. The network provider, without exception, shall indemnify and save harmless UFF and the State of Florida and their employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured by the provider. The network provider has no liability when such claim is solely and exclusively due to the Florida Department of State's alteration of the article. The Florida Department of State will provide prompt written

notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the network provider may, at its option and expense, procure from the Florida Department of State, the right to continue use of, replace or modify the article to render it non-infringing. If the network provider uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

#### **U. Security Obligations**

1. The network provider will identify an appropriately skilled individual to function as its data security officer. This security officer shall act as the liaison to UFF's security staff and will maintain an appropriate level of data security for the information the network provider is collecting or using in the performance of this contract. This includes approving and tracking all network provider employees that request system or information access and ensuring that user access has been removed from all terminated provider employees.
2. The network provider will furnish Security Awareness Training to its staff.
3. The network provider will ensure that all network provider employees who have access to UFF and/or DCF information are provided a copy of CFOP 50-6 and sign the DCF Security Agreement Form (CF114) annually. A copy may be obtained from the UFF contract manager.

#### **V. Accreditation**

UFF is committed to ensuring the provision of the highest quality services. Accordingly, UFF has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, our network providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

#### **W. Testimony**

The network provider shall provide, without additional compensation, as a normal and necessary part of the services to be performed under this contract, expert and/or other testimony, including provision of written reports, records and/or exhibits, at the request of UFF, DCF or the courts as indicated periodically.

#### **X. Transition Services**

1. The network provider shall give thirty (30) days written notice to UFF of a proposed discharge of a client due to lack of success in order to allow for an adequate transition to an alternate network provider. UFF shall make any such transition as quickly as possible. If a client's behavior is resulting in harm to the client or others, such situation should be handled through appropriate legal (incarceration) or medical (hospitalization) means in collaboration with the UFF case manager.
2. In the event that UFF's contract with DCF is terminated, the network provider shall provide reasonable cooperation in transitioning UFF's responsibilities under this contract and under the DCF contract to any other person or entity selected by DCF to assume such responsibilities.

## **Y. Provider Network Profiling and Credentialing**

The network provider shall have thirty (30) days from the execution of this contract to complete the UFF Provider Profiling and Credentialing System (a/k/a Profiler). The profiler system can be found at [www.uff.us/providers.php](http://www.uff.us/providers.php).

## **IV. Compensation and Billing**

### **A. Compensation for Services**

To pay for services rendered to clients in accordance with the terms of this contract, and for fulfillment of network provider's other obligations under this contract in an amount not to exceed **\$544,422.00**, the network provider shall accept as payment in full the amount or amounts set forth in the fee schedule for such services, outlined in Attachment I of this contract. Payment to network provider will be made within thirty (30) days after UFF's receipt of a timely and properly completed invoice.

### **B. Submission of Invoices**

The network provider shall submit invoices to UFF in the manner and format described in Attachment I of this contract. UFF shall not be obligated to make any payment to network provider if network provider does not follow UFF's billing procedures, unless and until necessary corrections are made by network provider.

### **C. Timeliness**

Network provider shall submit within ten (10) calendar days after the end of each month all invoices for services provided during such month. In no event, regardless of the cause or circumstance, will UFF, the client or DCF be responsible or liable for payment of any invoice submitted to UFF more than ninety (90) days after the end of the month in which the services were rendered.

### **D. Invoice Denials: Corrections**

- a. UFF shall provide notice to network provider of any invoice requiring correction or documentation, including the reason for required correction/documentation, within five (5) working days of receipt of such invoice. Network provider shall have thirty (30) days from the time of notification by UFF to correct problems with its invoices.
- b. UFF will maintain an administrative review process for any and all invoices submitted by the network provider and permanently denied for payment by UFF. Each request for an administrative review must be submitted in writing to the UFF contract manager, postmarked or faxed dated within fifteen (15) days after network provider's receipt of the notice of permanent invoice denial, and will include the following information: information identifying the specific permanently denied invoice; request for an administrative review of the permanently denied invoice; reason for the request of an administrative review; and documentation supporting such reason. Failure to request an administrative review within the time allowed constitutes an irrevocable waiver of network provider's right to request an administrative review for the permanently denied invoice. UFF will conduct an administrative review of any permanently denied invoice

within fifteen (15) working days after receipt of network provider's request for an administrative review, and the Director of Provider Network and Community Relations or designee of UFF shall notify network provider by certified mail of the decision within five (5) working days after the administrative review.

#### **E. Return of Funds**

The network provider will return to UFF any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract. In the event that the network provider or its independent auditor discovers that an overpayment has been made, the network provider shall repay UFF the total amount overpaid within forty (40) calendar days without prior notification from UFF. In the event that UFF first discovers an overpayment has been made, UFF will notify the network provider in writing. Should repayment not be made forthwith, UFF reserves the right to withhold and/or offset against any monies due the network provider for services. Additionally, the network provider will be charged at the lawful rate of interest on the outstanding balance after UFF notification or network provider discovery.

#### **F. Liquidated Damages for Failures to Comply with Requirement for Corrective Action**

1. Corrective action plans may be required for noncompliance, nonperformance or unacceptable performance under this contract. Liquidated damages may be imposed for failures to implement or to make acceptable progress on such corrective action plans as an approximation of the actual damages caused by the noncompliance, nonperformance or unacceptable performance.
2. The increments of damage amounts that shall apply, unless UFF determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance or unacceptable performance that generated the need for corrective action plan. The damage amount, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) damage amount of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) damage amount. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) damage amount.
4. The deadline for payment shall be as stated in the notice imposing the damage amount. In the event of nonpayment, UFF may deduct the damage amount from invoices submitted by the network provider.

### **V. Term and Termination**

#### **A. Contract Term**

The term of this contract shall commence as of October 1, 2004. It shall continue until September 30, 2005, unless sooner terminated pursuant to the terms of this contract. This contract may be renewed on each year for an additional twelve consecutive months, subject

to the termination provisions specified in this contract and subject to modification of the fee schedule set forth in Attachment I.

### B. Termination

This contract may be terminated with or without cause by either party giving thirty (30) days written notice to the other party. However, this contract may be terminated or suspended by UFF without notice if UFF determines that network provider poses a risk of danger to any client, or if UFF's contract with DCF is terminated. In the event that this contract is terminated, regardless of the circumstances of termination, network provider shall continue to serve any clients receiving services from network provider prior to the termination notice for a maximum of (180) days after receipt of such notice in order to allow for an appropriate transition of such clients to other network providers with minimum disruption in service delivery. During such transition period, network provider and UFF will continue to operate in accordance with the terms of this contract, which shall remain in effect until all invoices are resolved and all final payments have been made to network provider. The provisions; ARTICLE III, (Confidentiality, Records: Access, Audits, and Retention), ARTICLE VI, (Indemnification) and ARTICLE VIII (Dispute Resolution) shall survive the termination of this contract.

## VI. Indemnification

### A. Indemnification

Network provider shall indemnify and hold harmless UFF, its participating entities, its trustees, officers and employees, DCF and other network providers for any willful misconduct or negligent action or omission of network provider, its employees, agents, independent contractors, volunteers and students, arising out of this contract.

### B. Hold Harmless

UFF shall indemnify and hold harmless network provider for any willful misconduct or negligent action or omission of UFF, its employees, agents, independent contractors, volunteers and students, arising out of this contract.

## VII. Relationship of the Parties

### Independent Contractor

The network provider is an independent contractor of UFF and the State of Florida. Nothing herein shall create or shall be construed as creating a partnership, joint venture, agency or any other relationship between UFF and the State of Florida and network provider. Neither network provider nor any of network provider's employees or representatives will be deemed or construed to be an employee of UFF and the State of Florida for any reason including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation laws or income tax withholding laws. Network provider shall have sole responsibility for the payment of all federal, state and local taxes applicable to network provider's services and services provided by network provider's employees, agents, independent contractors, volunteers and students.

## **VIII. Liaison, Media and Dispute Resolution**

### **A. Liaison**

UFF shall act as the sole liaison between network provider and DCF involved with any client in matters related to the operation of the System of Care.

### **B. Media**

Network provider shall make reasonable efforts to coordinate with UFF in providing information in response to media inquiries concerning this contract and/or services provided under this contract. Media includes television, newspaper, radio and the internet. Network provider shall not use the media to resolve conflicts or disputes concerning this contract. Before responding to a media inquiry, network provider shall make reasonable efforts to notify UFF of such inquiry. The network provider shall not submit press releases, call press conferences or initiate media coverage concerning this contract or services provided under this contract without first informing UFF of its intended action and seeking UFF's approval. Nothing in this section, however, shall be construed or interpreted as prohibiting network provider from responding to media inquiries concerning this contract or services provided under this contract.

### **C. Dispute Resolution**

The network provider and UFF shall make every reasonable attempt to resolve any dispute arising under this contract between them. Both parties recognize that resolution of all disputes without third party intervention is most desirable. Should network provider and UFF not be able to resolve any dispute arising under this contract after forty-five (45) days of discussion, both parties may suggest additional mediation as a means to resolve the dispute, in which case the parties shall jointly choose a mediator for that purpose. The mediator and the parties shall establish whatever mediation guidelines are necessary. Each party shall assume its own costs, but UFF and network provider shall share the expense of the mediator equally.

## **IX. Miscellaneous**

### **A. Applicable Law and Venue**

#### **1. Applicable Law**

This contract shall be governed by and construed according to the laws of the State of Florida.

#### **2. Venue and Enforcement**

The Circuit Court of the Nineteenth Judicial Circuit, in and for Saint Lucie, Florida, shall retain jurisdiction to enforce this contract. In the event that one of the parties brings a motion, action or petition to enforce this contract, the prevailing party in that proceeding shall be entitled to recover attorneys' fees and costs from the non-prevailing party in that proceeding, and in any appellate proceedings.

## **B. Severability of Provisions**

If any provision of this contract is held to be illegal or invalid by a court of competent jurisdiction, such portion of the provision held to be illegal or invalid shall be severed and deleted, and neither such portion of the provision nor its severance and deletion shall affect the validity of the remaining provisions of this contract.

## **C. Force Majeure**

Neither party shall be deemed to be in violation of this contract if such party is prevented from performing any of its obligations for a period not to exceed thirty (30) days for any reason beyond its control, including without limitation, an act of God or of the public enemy, flood, storm, statute, regulation, rule or action of any federal, state or local government.

## **D. Amendment or Modification**

1. Except as otherwise provided in this contract, this contract may be amended or modified in writing as mutually agreed upon by the parties.
2. UFF may amend or modify any provision of this contract upon thirty (30) days written notice to network provider. Failure of network provider to object in writing to such amendment or modification during the thirty (30) day notice period shall constitute acceptance of such modification by network provider.
3. UFF may make technical amendments to this contract as may be required by a state or federal regulatory agency, upon thirty (30) days written notice to network provider.

## **E. Authorized Representatives**

The undersigned individuals represent that they are properly and legally authorized to enter into this contract on behalf of the entity named above their respective signatures.

## **F. Merger**

All negotiations relating to this contract are merged herein. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, among the parties as to such matters other than as set forth herein. No waiver, change or modification of this contract shall be valid unless the same is in writing and is signed by the party to be bound thereby.

## **G. Waiver**

Any waiver by either party of a violation of any provision of this contract shall not be considered a waiver of any subsequent violation.

## **H. Notices**

Any notice, request or other communication required or permitted hereunder will be in writing and be deemed to have been duly given if personally delivered, sent by facsimile transmission or mailed, first class, postage prepaid, to the other party at its address below, or at such other address as either party may designate in writing from time to time.

**I. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):**

1. The network provider name, as shown on page one (1) of this contract, and mailing address of the official payee to whom the payment shall be made is:

**Hibiscus Children's Center**  
**PO Box 305**  
**Jensen Beach, FL 34958**

2. The name, address, and telephone number of the contract manager for United For Families, Inc. for this contract is:

**Dawn C. Robinson**  
**P.O. Box 2399**  
**Fort Pierce, FL 34954**  
**(772) 398-2920 x231**

3. The name of the contact person and street address where financial and administrative records are maintained is:

**Jan S. Huffert**  
**Hibiscus Children's Center**  
**4001 Savannah Road**  
**Jensen Beach, FL 34957**  
**(772) 334-9311**

4. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

**J. All Terms and Conditions Included**

This contract, UC610, and its (2) attachments and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, both parties agree that they have read and agree to the contents therein.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract, UC610, to be executed by their undersigned officials as duly authorized.

NETWORK PROVIDER  
HIBISCUS CHILDREN'S CENTER

SIGNED BY: Jan S. Huffert  
NAME: Jan S. Huffert  
TITLE: Chief Executive Officer  
DATE: 10-15-04  
Federal EID#                 

UNITED FOR FAMILIES, INC.

SIGNED BY: Larry L. Wilms  
NAME: Larry L. Wilms  
TITLE: Executive Director  
DATE: 10/15/04  
Federal EID# 593616410

**A. Services to be Provided**

**1. Definition of Terms**

**Program or Service Specific Terms**

- (1) Bi-lateral Service Agreement - A partnership that is developed between the department and the foster family that identifies the expectations of each party toward a unified goal of finding a permanent home for a child while providing for the physical and mental well-being and safety of each child in foster care.
- (2) Contracted Community-Based Care Agency – In accordance with s. 409.1671, F.S., a not-for-profit network provider with whom the department contracts for the provision of services.
- (3) Family Foster Home - means a private residence in which children who are unattended by a parent or legal guardian are provided 24-hour care. Such homes include emergency shelter family homes, family foster group homes, foster homes, and specialized foster homes for children with special needs as defined by 65-C, F.A.C.
- (4) Foster Care - A voluntary or court ordered, temporary, out-of-home care placement for a planned period of time for children whose own families are unable to care for them.
- (5) Foster Track – Web-based information system for tracking the recruitment, licensing, relicensing and support process for new and existing foster homes.
- (6) HomeSafenet (formerly known as SACWIS) - The department's web-based statewide child welfare information system.
- (7) Home Study - The process of preparing, evaluating and assessing applicants for foster care licensure and completing a written report of the entire process 65C-15.024, F.A.C. The written report must include a recommendation for foster care licensure in accordance with rule 65C-15.023, F.A.C.
- (8) ICWSIS – Integrated Child Welfare Services Information System
- (9) MAPP Training - Model Approach to Partnerships in Parenting is the pre-service training program provided to all prospective foster parents and adoptive parents.
- (10) Outcomes - Quantitative indicators that can be used by the department to objectively measure a network provider's performance toward a stated goal.
- (11) Outputs - Process measures of the quantity(ies) of services delivered, clients served or similar units completed.
- (12) Performance Measures - Quantitative indicators, outcomes and outputs that can be used by UFF to objectively measure a network provider's performance.

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- (13) Permanency - That condition under which a child can remain in a setting for the remaining years of the child's minority. Permanency may include, but is not limited to, reunification with parent(s), long term foster care, as defined in Chapter 39, F. S., guardianship, adoption, independent living or long term relative/non-relative custody.
- (14) Recruitment - The process of finding family foster homes for waiting children, using either formal media-based campaigns or informal procedures recognized as effective by the agency.
- (15) Specialized Foster Homes – A licensed family foster home which accepts teens ages 13-17, pregnant teens, teens with babies or sibling groups of three (3) or more children.
- (16) Traditional Foster Homes - A licensed family foster home which accepts children 0-12 years of age or a sibling group of not more than two (2) children.

**2. General Description**

**a. General Statement**

- (1) The network provider shall be responsible for the recruitment, training and preparation for licensure of family foster homes.
- (2) The network provider will complete Family Foster Care Re-licensing as defined in 65-13.006 F.A.C.
- (3) The network provider shall be responsible for supporting and retaining family foster homes.
- (4) The network provider shall provide MAPP training for parents expressing an interest in adoption as outlined in s. 409.175, F.S., and 65C-13, F.A.C.
- (5) The network provider will complete activities for parents that have received MAPP training from another district or network provider, up to and including completion of the home study and preparation and submission of completed licensing packet.

**b. Authority for Services**

- (1) Federal foster care services: Social Security Act, Title IV-E, as amended (42 U.S.C. 670-679a; 45 C.F.R. 1355-1357); P.L. 96-272, Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 670, et seq.); P.L. 100-485, Family Support Act of 1988 (42 U.S.C. 602; 42 U.S.C. 1396a; 45 C.F.R. Section 92.32 Uniform Requirements for Grant and Cooperative Agreements Equipment; 45 C.F.R. 95, 204-206, 233, 234); P.L. 104-188 (Multiethnic Placement Act, MEPA), P.L. 105-89 (Adoption and Safe Families Act of 1997).
- (2) Federal child welfare services: Social Security Act, as amended; Adoption Assistance and Child Welfare Act of 1980 (42 U.S.C. 620-628a; 45 C.F.R. 1355-1357).
- (3) Federal family preservation and support services: Social Security Act, as amended (42 U.S.C. 629-629e; 45 C.F.R. 1355-1357).

- (4) The network provider shall ensure compliance with Title IV-B of the Social Security Act, Title IV-E of the Social Security Act, Social Services Block Grant (SSBG), Title XIX (Medicaid), and Temporary Assistance for Needy Families (TANF) requirements.
- (5) Federal Indian Child Welfare Act, 25 U.S.C. 1901 et seq.
- (6) Americans with Disabilities Act, 42 U.S.C. 12101 et seq.
- (7) Applicable Florida Statutes (F. S.), as amended from time to time including, but not limited to: Chapter 119 (Public Records); Chapter 120 (Administrative Procedure Act); Chapter 381 (Public Health: general provisions); Chapter 391 (Children's medical services); Chapter 402 (Health and Human services: miscellaneous provisions); Chapter 409 (Social and Economic Assistance), 409.175 (Licensure), 409.401 and 409.403 (Interstate Compact); Chapter 435 (Employment screening); Chapter 827 (Abuse of children), F. S.; and Chapter 99-168, Laws of Florida.
- (8) Applicable state administrative rules including, but not by way of limitation: Chapter 19B, Chapter 65C-13, 65C-15 and Chapter 65C-29, Florida Administrative Code, (F.A.C.).

c. **Scope of Services**

- (1) These services will be provided to eligible families in the following Florida counties: **Indian River, Martin, Okeechobee and St. Lucie.**
- (2) These services will provide thirty (30) traditional licensed foster care homes to be identified and prepared for licensure to meet the needs of children placed by UFF.
- (3) ~~These services will provide twenty (20) specialized licensed foster homes to be identified and prepared for licensure to meet the needs of children placed by UFF.~~
- (4) Re-licensing activities for all active current family foster homes.
- (5) MAPP training for all prospective adoptive parents.
- (6) Support and retain all active current family foster parents.

d. **Major Program Goals**

Ensure safety and stability for vulnerable children and their families through recruiting, training, licensing and supporting of quality foster parents & training of perspective adoptive parents.

3. **Clients to be Served**

a. **General Description**

The clients to be served are prospective foster care parents and pre-adoptive parents.

b. **Client Eligibility**

Families who indicate interest in becoming licensed foster families as defined in Chapter 409, F.S. and Chapter 65, F.A.C. and families interested in being trained to become adoptive parents as identified in Chapter 409, F.S.

**c. Client Determination**

The network provider is responsible for determining the eligibility of a family for foster parent training services or adoptive parent training. The approval of all requests for licensing is the responsibility of UFF.

**B. Manner of Service Provision**

**1. Service Task**

**a. Task List**

**(1) General**

- (a) The network provider will recruit foster parents to serve the needs of the foster care population pursuant to Chapter 409, F.S.
- (b) The network provider shall provide MAPP training for parents expressing an interest in adoption. The network provider shall also provide any training to parents to address a specific child's special needs. All MAPP training curriculum must be reviewed and updated regularly to reflect the requirements of the current program.
- (c) The network provider will recruit and license ten (10) specialized foster homes that take teens (13-17 years), pregnant teens or teens with children.
- (d) The network provider will recruit and license ten (10) specialized homes that take sibling groups of three (3) or more children.
- (e) The network provider shall collect data consistent with that of UFF in order to measure outcomes and performance.
- (f) The network provider shall maintain procedures that identify the process for resolution of client and staff complaints.
- (g) The network provider shall perform all activities and comply with all reporting requirements to ensure that federal funds are earned to the maximum extent possible in conformity with the objectives of this contract.
- (h) The network provider shall act in accordance with the most current state plan for Title IV-E funding.
- (i) The network provider will utilize, maintain and update the UFF Foster Track system which includes, but is not limited to, adding new foster parent inquiries, completing the licensing checklist and forms, keeping an inventory, creating and updating foster parent support plans, storing digital photographs of foster parents

*Request  
those jobs -  
→*

**(2) Development of Foster Care Placements**

- (a) The network provider shall provide all training for foster parents that is required to meet licensing standards as outlined in section 409.175, F.S., and Rule 65C-13, F.A.C.
- (b) The network provider will maintain a master file for each prospective foster family.
- (c) Prior to requesting a foster home license, the network provider shall investigate whether the prospective family was previously licensed by the department and was in good standing as a family foster home, and obtain an affidavit certifying the same.
- (d) The network provider shall submit a letter requesting that a prospective foster parent be issued a foster care license, in accordance with Rule 65C-13.011, F.A.C. The network provider shall submit the following supportive documentation: copies of the Licensing Standard Checklist, the application, the letter of recommendation, a copy of the home study and floor plan of the home, Florida Abuse Hotline Information System (FAHIS) report clearances, local law enforcement checks; personal and school references; medical information (if applicable); health inspection documentation, screening clearance letter; initial pre-service training documentation, proof of submission of fingerprint cards to Florida Department of Law Enforcement and completed bi-lateral service agreement.
- (e) The network provider shall ensure that each foster home operator signs a release of information form, so that UFF and/or the department may share information with the network provider as necessary.
- (f) The network provider will provide specific training for prospective foster parents that will outline the expectations for collaboration and coordination with other community resources who may be involved in service delivery to children placed by UFF into the foster homes.
- (g) The network provider will coordinate the fifteen (15) hour positive parenting to ensure that eligible licensed foster parents receive training.
- (h) The network provider will coordinate the thirty (30) hour CBA training to ensure that eligible licensed foster parents receive training.
- (i) The network provider will recruit licensed, MAPP-certified foster parents to assist with MAPP training.
- (j) The network provider will contribute to the preparation of the evidence and defense for any administrative hearing brought against UFF, the department or network provider for denial of a license.

Foster Care Licensing, Re-Licensing, Recruitment, Retention & Support

- (k) The network provider shall ensure that each family foster home qualifies for the appropriate license issued under section 409.175, F.S.
- (l) The network provider will complete activities for parents that have received MAPP training from another district or network provider, up to and including completion of the home study and preparation and submission of completed licensing packet.
- (m) The network provider will complete family foster care re-licensing activities, up to and including an addendum to the home study and preparation and submission of completed re-licensing packets.
- (n) The network provider will provide UFF a targeted recruitment plan within thirty (30) days after the execution of the contract. This plan will address the needs and target families for those children that are identified by UFF as difficult to place due to age, race, behaviors, medical or special needs.
- (o) The network provider shall have weekly meetings with UFF placement staff to assess the need for placements and develop the number and type of appropriate foster care placements. These placements shall include homes for children that are difficult to place.
- (p) The network provider shall participate in any district and/or statewide initiatives designed to enhance recruitment, training, licensing, re-licensing and retention of foster care family homes.
- (q) The network provider shall assist with problem resolution and provide technical assistance as needed.

**(3) Support to Intake/Placement Services**

- (a) The network provider shall be responsible for assisting UFF in identifying an appropriate foster home twenty-four (24) hours a day, seven (7) days per week, based on bed capacity and foster parent availability. The network provider shall respond within twenty (20) minutes of a request for assistance.
- (b) The network provider shall coordinate with the UFF Intake/Placement Supervisor or designee in order to identify potential foster family home placements for children in licensed emergency shelter or residential group care facilities.
- (c) The network provider shall coordinate with the UFF Intake/Placement Supervisor or designee in order to assist with finding appropriate respite with another licensed foster home.
- (d) The network provider will develop a support plan with each foster family within thirty (30) days of each child's placement in the foster home. The purpose of the plan is to ensure that the needs of the foster parents are identified and met. The plan will include, but is not limited

Foster Care Licensing, Re-Licensing, Recruitment, Retention & Support  
to, training, connection to a support system and maintenance of licensure requirements.

(e) The network provider will participate in the family service team meetings with the foster parents.

(f) *With Net Done*  
The network provider will initiate contact with the foster families within three (3) hours upon receipt of verbal or written notification from UFF to prevent a placement disruption. The network provider will initiate contact with the foster families within one (1) working day upon receipt of verbal or written notification from UFF that a new placement has occurred or after a change in placement has occurred.

(g) The network provider shall work with UFF to coordinate transportation of the child (ren) to the appropriate placement at the request of UFF placement. The network provider shall be responsible for the transportation of children between any of their assigned foster homes and/or facilities operated by the network provider at the request of UFF placement

(h) The network provider shall assist the foster family in coordinating transportation of the child to appointments, visitations and other identified activities. When all other resources are unavailable, the network provider shall provide transportation in order to support the foster family.

(i) *WUWU*  
The network provider's foster parents shall provide foster care services consistent and in compliance with applicable provisions of Chapter 65C-13, F.A.C. and functions required in subsection 409.167(a) F.S. and as it may be amended in the future. Services shall include the provision of adequate food, clothing, shelter, medical care, education, nurturing, safety from further abuse, neglect, and abandonment and supervision appropriate to the child's level of development. Services shall also include but not be limited to the following:

- i. Room and Board
- ii. Clothing, which is adequate and appropriate for the child based on age, sex and season
- iii. Arrange medical and dental care
- iv. Ensure school attendance, which may include; registering child for school, transferring records, immunizations, etc.
- v. Transportation, if possible, to individual or group counseling and parental visitation
- vi. Support the clients visitation with family or significant others

(j) The network provider shall ensure that foster homes, whenever possible and appropriate, provide at least two weeks notice to UFF placement and the UFF case manager for an unpreventable move.

#### **(4) Support and Retention Tasks**

- ✓ (a) The network provider shall provide ongoing support and technical assistance on a voluntary basis to all licensed family foster homes, including a minimum of two (2) monthly telephone contacts and at least six (6) visits to each family foster home each year. This shall be documented in the client's case file. If a foster parent denies support and assistance, this shall be documented in the case file.
- ✓ (b) The network provider shall attend monthly Foster Parent Associations meetings in each county and shall participate with the Foster Parent Associations as needed or requested by each association.
- ✓ (c) The network provider shall coordinate services with other service providers who are offering services that will assist in the retention of family foster homes.
- ✓ (d) The network provider will develop promotional materials outlining services available to foster families.
- ✓ (e) The network provider will develop a mentoring program with a minimum of three (3) mentors per county where seasoned foster parents (3+ years) will mentor new foster parents.
- ✓ (f) The network provider will maintain and utilize the Foster Track System for the development and updating of foster parent support plans.

#### **b. Task Limits**

The network provider will not permit their employees or employees' relatives to be a foster parent unless the applications are reviewed and approved by another district of the department or by another network provider in the district doing similar services such as adoptions recruitment.

No foster parent (including network provider employees or relatives of employees) shall be a network provider of services to a child or family where conflict of interest regarding the child's permanency resolution might result. If there is a question regarding potential conflict of interest, any determination made by UFF is final and binding to all parties.

#### **1. Staffing Requirements**

##### **a. Staffing Levels**

- (1) The network provider will employ at least one full time recruiter.
- (2) The network provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities and in compliance with all applicable administrative rules and statutes.

(3) The network provider shall maintain an adequate training staff to provide the necessary MAPP training.

**b. Professional Qualifications**

(1) The network provider will ensure that all staff who conduct foster parent training are MAPP certified.

(2) The network provider will ensure that all staff comply with Chapter 435, F.S., Level 2, Employment Screening. Documentation of Level 2 Employment Screening shall be maintained in each employee's personnel file.

**c. Staffing Changes**

(1) The Executive Director (or designee) shall notify the contract manager, in writing, within five calendar days of any staff changes or vacant positions.

(2) The network provider shall fill vacant positions within thirty calendar days of availability and document all efforts.

**d. Subcontractors**

This contract does not allow the network provider to subcontract for the provision of any services under this contract.

**2. Service Delivery Location and Equipment**

**a. Service Delivery Location**

The applicant shall administer, coordinate, and ensure availability and delivery of the services specified in this contract in the following Florida counties: Indian River, Martin, Okeechobee and St. Lucie.

**b. Service Times**

(1) Services shall be provided at times that are convenient for the families served.

(2) The administrative office shall be open from 8:00 A.M. to 5:00 P.M. on Monday thru Friday, with the exception of network provider recognized holidays.

**c. Changes in Location**

The network provider shall notify the contract manager, in writing, at least thirty calendar days in advance of any change in the street address, mailing address, facsimile number, or telephone number of the network provider's administrative office.

**d. Equipment**

(1) The network provider shall maintain equipment as required and agreed on with the contract manager to deliver agreed upon services.

(2) The network provider will acquire and maintain, at a minimum, personal computers,

Foster Care Licensing, Re-Licensing, Recruitment, Retention & Support  
software, digital cameras, LAN standards and e-mail compatible with that of  
HomeSafenet and the department.

### 3. Deliverables

#### a. Service Units

- 1) Licensed Foster Home - A unit of service is a completed foster care licensure packet that is submitted to UFF and is subsequently approved for licensure.
- 2) Re-licensed Foster Home- A unit of service is a completed re-licensing foster care licensing packet that is submitted to UFF and is subsequently approved for licensure.
- 3) Licensed Foster Home without Recruitment or MAPP- A unit of service is a completed foster care licensure packet for potential foster parents that have completed MAPP training from another district or network provider. This foster care licensure packet is submitted to UFF and is subsequently approved for licensure.
- 4) MAPP Training for Prospective Adoptive Parents- A unit of service is a completed MAPP training certification for pre-adoptive parents.
- 5) Foster Home Support and Retention - A unit of service is support to one active foster family by a foster care support worker. The support provides monthly phone interaction, home visits and a support plan.

#### b. Records and Documentation

- (1) The network provider shall collect data at the request of UFF, in order to measure outcomes and performance.
- (2) The network provider shall use electronic or web based forms developed by UFF as appropriate. These forms will be made available to the network provider through the UFF contract manager.
- (3) Records of approved foster parents shall be kept by the network provider. These files must contain the required documentation as set forth in Rule 65C-13.012, F.A.C., Substitute Care of Children. These records shall be made available upon request of UFF.

#### c. Reports

Report Title	Reporting Frequency	Report Due Date	Number of copies due	Person to receive report
Support Plan Progress Report	Monthly	Monthly	1	Case manager
Performance Measure Report	Monthly	10 <sup>th</sup> calendar day of the month for prior month	1	Contract Manager
Recruitment Report	Monthly	10 <sup>th</sup> calendar day of the month for prior month	1	Contract Manager

Mentor Report	Monthly	10 <sup>th</sup> calendar day of the month for prior month	1	Contract Manager
Revenue/Expenditure Report	Annually	June 30, 2005	1	Contract Manager

### Reporting Requirements/Instructions

(1) Reports shall be submitted prior to or concurrent with the monthly request for payment. Failure to submit reports prior to or concurrent with the monthly or final request for payment will result in a delay of payment.

(2) Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and shall be approved by the contract manager as such.

(3) UFF reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract

(4) UFF, at its option, may allow additional time for the network provider to remedy the objections noted by UFF, or UFF may, after giving the network provider a reasonable opportunity to make a report complete, adequate, or acceptable, declare this contract to be in default.

(5) The network provider shall submit to UFF by June 30, 2005 a financial statement of revenue/expenditures for eight (8) months, by line item for the specific foster care program, covering the period from October 1, 2004 to May 30, 2005 for the purpose of negotiating a subsequent contract. The actual revenue/expenditure report is to be submitted following the same format as the agency's annual independent audit and shall include all direct services and administrative services cost allocations. Such report shall contain a detailed explanation of variances from the approved budget.  
 Additionally, the network provider will ensure that all data entry into the Foster Track system is current so that UFF can access the following data for monthly reporting to the department.

- (a) Number of new families licensed in the month.
- (b) Number of family foster homes served by the network provider who voluntarily close their home and the reason for closure.
- (c) Number of foster homes requiring re-licensure in a month and the number in which the completed re-licensure packet was submitted to UFF at least 45 days prior to expiration of the license.
- (d) The status of clients receiving services including but not limited to:
  - i. A listing of families being served by the network provider
  - ii. Completion of the data entry into the Foster Track system including the family's progress toward licensure (ie. completion of

- iii. Estimated time frame for approval and licensure
- iv. If terminating the home study process, reason for termination if known

(6) The network provider shall input the following data into the Foster Track system on all families receiving services (inquiries, all licensed families, MAPP training participants, home studies, re-licensing studies and foster family support services). If any changes occur in the data elements, the network provider will update the Foster Track system.

## 5. Performance Specifications

### a. Performance Measures (Outcomes and Outputs)

Client outcomes are required in all contracts that involve state funds. The network provider shall work with UFF to ensure the reliability of client data collected through established reporting formats appropriate to the program. A special data run from the Foster Home Tracking System shall be requested by UFF, to determine if the outcomes are met. The network provider shall meet the following performance specifications:

- (1) 90% of packages will be licensed upon initial submission to UFF.
- (2) 75% of foster homes licensed will accept a foster child within sixty (60) days of licensing.
- (3) Thirty (30) new traditional foster homes will be licensed within the term of this contract. These traditional homes are foster homes that are identified, MAPP trained and licensed by the network provider.
- (4) Twenty (20) new specialized foster homes will be licensed within the term of this contract. These specialized homes are foster homes that are identified, MAPP trained and licensed by the network provider.
- (5) 90% of re-licensing studies will be submitted to UFF for review no later than forty-five (45) days prior to the date of license expiration.
- (6) 100% of family foster homes with foster child placements will not have any lapse in their renewal license.  
*new in  
too!*
- (7) 95% of all supported family foster homes will have one (1) home visit every other month during the contract period.  
*new in  
too!*
- (8) 95% of supported family foster homes will have a support plan completed within thirty (30) days of assignment from UFF and in the case file.

## b. Evaluation Methodology

By execution of this contract the network provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the network provider fails to meet these standards, UFF, at its exclusive option, may allow up to six (6) months for the network provider to achieve compliance with the standards. If UFF affords the network provider an opportunity to achieve compliance, and the network provider fails to achieve compliance within the specified time frame, UFF may cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of UFF.

The network provider's rate of compliance with the outcome is calculated as follows:

(1) Performance specification for B.5.a (1) is measured by:

- a. Numerator – total number of new licensing packets initially approved by UFF
- b. Denominator – total number of new licensing packets submitted for approval by UFF

(2) Performance specification for B.5.a (2) is measured by:

- a. Numerator - total number of foster homes contacted by United For Families seeking placement for a foster care child and accepted at least one (1) child within sixty (60) days of licensure
- b. Denominator – total number of foster homes that were licensed sixty (60) days prior

(3) The performance measure in paragraph 5.a.(3) above shall be calculated by comparing the number of signed licenses dated prior to October 1, 2004 to the first projected target number, and then compare the total number of signed licenses dated prior to October 1, 2004 to the overall target number.

(4) The performance measure in paragraph 5.a.(4) above shall be calculated by comparing the number of signed licenses dated prior to October 1, 2004 to the first projected target number of specialized homes, and then compare the total number of signed licenses dated prior to October 1, 2004 to the overall target number of specialized homes.

(5) Performance specification for B.5.a (5) is measured by:

- a. Numerator – total number of re-licensing studies submitted to UFF for review no later than forty-five (45) days prior to the date of license expiration
- b. Denominator – total number of re-licensing studies submitted to UFF for review

(6) Performance specification for B.5.a (6) is measured by:

- a. Numerator – total number of foster care licenses that are renewed within designated time frame
- b. Denominator – total number of foster care licenses that are due for renewal

(7) Performance specification for B.5.a (7) is measured by:

- a. Numerator – total number of foster homes that had on-site visits every other month.
- b. Denominator – total number of foster homes

(8) Performance specification for B.5.a (8) is measured by:

- a. Numerator – total number of family foster homes with a support plan in place within thirty (30) days of assignment from UFF
- b. Denominator – total number of family foster homes with foster child placements

## 6. Network provider Responsibilities

### a. Network provider Unique Activities

It is the responsibility of the network provider to:

- (1) Comply with all rules, regulations and statutes that apply to confidentiality of clients served and not release any information regarding any families or children served. This responsibility extends to all of the officers, employees, volunteers and agents of the network provider. The network provider hereby acknowledges that failure to abide by the requirements of confidentiality statutes constitutes a criminal offense as set forth in section 39.202, F.S.
- (2) The network provider shall be knowledgeable of and fully comply with all state and federal laws, rules, and regulations as amended from time to time that do or may affect the subject areas of this contract including, but not limited to, the authorities listed in Section A.2.b. of this Attachment. The network provider shall request technical assistance from UFF when deemed necessary to facilitate compliance with these authorities. UFF's failure to provide such technical assistance does not relieve the provider of its responsibilities to ensure compliance with all state and federal laws, rules and regulations or performance under the terms of the contract.
- (3) UFF and the network provider, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Any employee or agent of one party shall not be construed to be the employee or agent of the other party for any purpose.
- (4) The network provider shall hold confidential information relating to clients, which is obtained by the provider under this contract and shall not use the information obtained in any manner except as permitted by law.

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- (5) When it has been notified in writing by UFF of any noncompliance, the network provider shall develop a corrective action plan. Notification by UFF shall include a time within which the corrective action plan must be submitted, the duration of which shall be no longer than ten (10) days.
- (6) The network provider shall also establish and maintain an internal quality improvement process to assess its performance.
- (7) The network provider will advise UFF when there is an official consumer complaint within twenty-four (24) hours. The network provider will investigate consumer complaints received or a complaint by a relative or other family member within twenty (20) working days to determine whether the complaint is valid. The network provider will notify the complainant and UFF in writing of the results of the investigation within fifteen (15) working days.

#### b. Coordination With Other Network providers/Entities

- (1) The network provider will maintain effective contact and communication with UFF, the department and all other persons or agencies necessary to assure an efficient coordinated provision of services.
- (2) The network provider will work with UFF to mobilize community partnerships toward an integrated system of care for children and families.
- (3) Network provider agrees to cooperate and respond within fifteen (15) days, to requests for information updates from the District 15 information and referral network provider. In the first quarter, and then again the third quarter of the fiscal year, the information and referral network provider will send via e-mail to the network provider, a printout of the network provider's current information from the database. The network provider will respond via e-mail to the information and referral network provider at [211@211pbtc.org](mailto:211@211pbtc.org), if the current information is correct. If changes exist, the network provider will make pen and ink changes to the data, and fax the information to the information and referral network provider at (561) 547-8639.

### 7. UFF Responsibilities

#### a. UFF Obligations

UFF shall support the recruitment and training efforts of the network provider through ongoing provision of information about the special needs of children who are in need of foster care placement and potential sources of interested families.

#### b. UFF Determinations

- (1) UFF reserves the exclusive right to make certain determinations. The absence of UFF setting forth a specific reservation of right does not mean that all other areas of the contract are subject to mutual agreement.

(2) UFF reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests regarding health, safety and welfare of the clients which are served by UFF either directly or through any one of its contracted network providers.

(3) UFF reserves the right to determine satisfactory performance of the network provider in carrying out tasks and completing deliverables specified in this contract through review of status reports on deliverables and reports on service tasks to be submitted by the network provider and programmatic monitoring conducted by the UFF.

(4) Final authority in all disputes related to this contract rests solely with UFF. This includes, but is not limited to, client eligibility, data collection, monitoring, payment and reporting.

c. **Monitoring Requirements**

(1) The network provider will be monitored in accordance with UFF monitoring procedures which may be obtained from the contract manager.

(2) UFF shall conduct annual quality assurance reviews during the contract period to assess the quality of services provided to children and families under this contract; to determine compliance with applicable statutes, rules and critical operating procedure; to determine the extent to which key indicators of performance are being achieved; and to validate internal quality improvement systems and findings.

*Did UFF do this?*

**C. Method of Payment**

**1. Fixed Price (Unit Cost) Method of Payment**

a. **Limitations of Fixed Price (Unit Cost) Method of Payment**  
b.

The fixed price (unit cost) method of payment applies to all expenditures for this contract.

b. **Payment Clause – Fixed Price (Unit Cost) Method of Payment**

(1) UFF agrees to pay the network provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$544,422.00, subject to the availability of funds.

(2) **Service Units Fixed Price (Unit Cost) Method of Payment Chart**

UFF agrees to pay for the service units at the unit price(s) and limits listed below:

Service Units	Unit Price	Maximum # of Units
Recruitment, MAPP & Licensing traditional home	3500	30
Recruitment, MAPP & Licensing specialized home	4,750	20
Re-licensing	\$516.00	132
License without recruitment or MAPP	\$795.00	10
Foster Home Support & Retention with foster children in the home	\$173.00	1320
MAPP for Prospective Adoptive Parents	\$1000.00	40

**c. Invoice Requirements**

(2) The network provider shall request payment on a monthly basis through submission of a properly completed invoice, (Exhibit A), for fixed price (unit cost) within ten (10) calendar days following the end of the month for which payment is being requested.

(3) Payments may be authorized only for service units on the invoice for fixed price (unit cost) that are in accord with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices for fixed price (unit cost), exceed the total number of units authorized by this contract.

**d. Supporting Documentation Requirements – Fixed Price (Unit Cost) Method of Payment**

The network provider shall submit records, prior to or concurrent with the monthly request for payment, documenting the total number of recipients of services, including the first and last name, Social Security Number, date of MAPP training completion, and date of licensing to whom services were provided, so that an audit trail, billing record, and data inquiry for outcomes can be maintained.

**D. Special Provisions**

**1. Board of Directors**

The network provider will supply and maintain their list of the board of directors, which shall list the names, titles, mailing addresses, and telephone numbers of all members of the board. This list will be maintained and updated on the UFF Network Provider Profiling System. In addition, the network provider will add the contract manager to the email list for notification of upcoming Board Meetings, and include copies of the agenda, the most recent board meeting minutes and attachments.

**2. Emergency Planning**

The network provider shall be responsible for the care, maintenance and, if necessary, the relocation of clients during any natural disaster or period of civil unrest. The network provider will update their approved emergency plan annually.

**E. Exhibits**

**Exhibit A, Fixed Price Invoice Request**

## FOSTER CARE LICENSING INVOICE

Contract Agreement Number: \_\_\_\_\_

Network Provider: Name \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Invoice for the Month of: \_\_\_\_\_

Service Unit	Number of Units	Rate	TOTAL COST
Recruitment, MAPP & Licensing Traditional Home		\$3,600.00	\$0.00
Recruitment, MAPP & Licensing Specialized Home		\$4,760.00	\$0.00
Re-Licensing		\$518.00	\$0.00
Licensing without recruitment or MAPP		\$785.00	\$0.00
Foster Home Support & Retention with Foster Children in the Home		\$173.00	\$0.00
MAPP for Prospective Adoptive Parents		\$1,000.00	\$0.00
<b>TOTAL PAYMENT REQUESTED</b>			<b>\$0.00</b>

I certify the above to be correct in agreement with the agency's records and with the terms of the agreement with United For Families.

Submitted by: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_

CONTACT THE FOLLOWING PERSON REGARDING THE PREPARATION OF THIS DOCUMENT:

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

FOR UNITED FOR FAMILIES USE ONLY:	
CONTRACT MANAGEMENT Date Invoice Received	FINANCE
Service Period	Sub account _____
Approved Amount	Natural Account _____
Contract Manager Approval	Fiscal Approval _____
Date Approved	Date Reviewed _____
Contract Number	

## Exhibit A

### Invoice

Contract Agreement Number: \_\_\_\_\_

Network Provider: \_\_\_\_\_  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Address \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Invoice for the Month of: \_\_\_\_\_

Service Unit	Number of Units	Rate	TOTAL COST
Recruitment, MAPP & Licensing Traditional Home		\$3,500.00	\$0.00
Recruitment, MAPP & Licensing Specialized Home		\$4,760.00	\$0.00
Re-Licensing		\$516.00	\$0.00
Licensing without recruitment or MAPP		\$705.00	\$0.00
Foster Home Support & Retention with Foster Children in the Home		\$173.00	\$0.00
MAPP for Prospective Adoptive Parents		\$1,000.00	\$0.00
<b>TOTAL PAYMENT REQUESTED</b>			<b>\$0.00</b>

I certify the above to be correct in agreement with the agency's records and with the terms of the agreement with United For Families.

Submitted by: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

CONTACT THE FOLLOWING PERSON REGARDING THE PREPARATION OF THIS DOCUMENT:

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

FOR UNITED FOR FAMILIES USE ONLY	
CONTRACT MANAGEMENT Date Invoice Received	FINANCE Contract Number
Service Period	Sub account
Approved Amount	Natural Account
Contract Manager Approval	Fiscal Approval
Date Approved	Date Reviewed

## ATTACHMENT II

The administration of resources awarded by UFF to the network provider may be subject to audits as described in this attachment.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, UFF may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by UFF staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by UFF. In the event UFF determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by UFF regarding such audit.

### AUDITS

#### **PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$300,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from UFF. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with UFF in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due UFF shall be fully disclosed in the audit report package with reference to the specific contract number.

#### **PART II: STATE REQUIREMENTS**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes.

In the event the recipient expends a total amount of state financial assistance equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the

Governor, the Department of Financial Services and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from UFF, state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with UFF in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due UFF shall be fully disclosed in the audit report package with reference to the specific contract number.

### **PART III: REPORT SUBMISSION**

Any reports, management letters, or other information required to be submitted to UFF pursuant to this agreement shall be submitted within (180) days after the end of the network provider's fiscal year or within thirty (30) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

Contract manager for this contract (2 copies)

Dawn C. Robinson, UFF Contract Manager  
P.O. Box 2399  
Ft. Pierce, FL 34954

Network providers, when submitting audit report packages to UFF for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the network provider must be indicated in correspondence submitted to UFF.

### **PART IV: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued and shall allow UFF or its designee, access to such records upon request. The recipient shall ensure that audit working papers are made available UFF or its designee upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by UFF.

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Jan S. Huff  
Signature

10-11-04  
Date

Jan S. Huff  
Name of Authorized Individual

UC 610  
Application or Contract Number

Hibiscus Children's Center      4001 Savannah Rd. Jensen Beach, Florida 34957  
Name and Address of Organization

Contract No. WC 610

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360 - 20369).

### INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred", "suspended", "ineligible", "person", "principal", and "voluntarily excluded", as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. The Department of Children and Families may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the contract manager's contract file. Subcontractor's certification must be kept at the provider's business location.

### CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Jen S. Huffert  
Signature  
Jen S. Huffert  
Name (type or print)

12-6-04  
Date  
CEO  
Title

AMENDMENT No. 0001

THIS AMENDMENT, entered into between the Florida Department of Children and Families, hereinafter referred to as the "department", and United For Families, Inc., hereinafter referred to as "provider", amends contract #ZJ184, as follows:

1. Page 1, Section I, Paragraph D.2., of the Standard Contract is deleted in its entirety and replaced as follows:

"To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract, at no additional cost to the department. Records shall be retained for periods longer than six (6) years when required by law."

2. Page 2, Section I, Paragraph D.8., of the Standard Contract is deleted in its entirety.
3. Page 2, Section I, Paragraph F.1., of the Standard Contract is deleted in its entirety and replaced as follow:

"1. To be liable for and indemnify, defend, and hold the department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, employees and subcontractors during the performance or operation of this contract or any subsequent modifications thereof."

4. Page 3, Section I, of the Standard Contract, add a new Paragraph M.3. as follows:

"3. Subcontractors who are on the discriminatory vendor list, may not transact business with any public entity, in accordance with the provisions of section 287.134 F.S."

5. Page 4, Section I, of the Standard Contract, Paragraphs T. through Z. are deleted in their entirety and replaced as follows:

**"T. Gratuities**

The provider agrees that it will not offer to give or give any gift to any department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the department, any violation of this provision will result in referral of the provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the provider's name on the suspended vendors list for an appropriate period. The provider will ensure that its subcontractors, if any, comply with these provisions.

**U. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in any way connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The provider, if not a state agency shall indemnify and save the department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the provider in the performance of this contract.

4. The department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the department the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, devise, or materials in anyway involved in the work contemplated by this contract.

5. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

## **V. Construction or Renovation of Facilities Using State Funds**

That any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

## **W. Information Security Obligations**

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the department's Security Staff and who will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriated level of security includes approving and tracking all provider employees that request system or information access and insuring that user access has been removed from all terminated provider employees.

2. To hold the department harmless from any loss or damage incurred by the department as a result of information technology used, provided or accessed by the provider.

3. To furnish Security Awareness Training to its staff.

4. To insure that all provider employees who have access to departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy which may be obtained from the contract manager.

#### **X. Accreditation**

That the department is committed to insuring provision of highest quality services to the persons we serve. Accordingly, the department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our providers will be either accredited, or have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

#### **Y. Agency for Workforce Innovation and Workforce Florida**

That it understands that the department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The department encourages provider participation with the Agency for Workforce Innovation and Workforce Florida.

#### **Z. Health Insurance Portability and Accountability Act**

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164)."

6. Page 5, Section I, of the Standard Contract, add a new Paragraph AA. as follows:

##### **"AA. Emergency Preparedness**

If the task to be performed pursuant to this contract include the physical care and control of clients, the provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the department may exercise oversight authority of such provider in order to assure implementation of agreed emergency relief provisions."

7. Page 5, Section II, Paragraph A., line 3 of the Standard Contract, delete "\$40,524,000.00" and insert "\$42,538,388.00", in lieu thereof.

8. Page 7, Section III, Paragraph E.1., lines 4, 5, and 6 are deleted in their entirety and replaced as follows:

"United For Families, Inc.

P.O. Box 2399  
Ft. Pierce, FL 34954-2399"

9. Page 21, Section C., Method of Payment, Paragraph 1., line 6, delete "\$40,524,000.00" and insert "\$42,538,388.00", in lieu thereof.
10. Page 21, Section C., Method of Payment, Paragraph 1, line 12 for FY 2004-2005, Attachment II-A, delete "Subject to the availability of funds" and insert "\$16,909,969.00", in lieu thereof.
11. Page 43, Attachment II-A, is deleted in its entirety and replaced with Revision 1 to Page 43, Attachment II-A, attached hereto.
12. Pages 57, 58, and 59, Attachment VI, are deleted in their entirety and replaced with Revision 1 to Pages 57, 58, and 59, dated 10/01/04, Attachment VI, attached hereto.

This amendment shall begin on 10/15/2004, or the date on which the amendment has been signed by both parties, whichever is later.

All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.

All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.

This amendment and all its attachments are hereby made a part of the contract.

IN WITNESS THEREOF, the parties hereto have caused this eight (8) page Amendment No. 0001 to be executed by their officials hereby duly authorized.

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PROVIDER:

UNITED FOR FAMILIES, INC.

Signed By:

Name: Louis Boccabella

Title: President of the Board

Date: 10-27-04

Federal I.D. #                 

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FLORIDA DEPARTMENT OF  
CHILDREN AND FAMILIES

Signed By:

Name: Vern Melvin

Title: District Administrator

Date: 10-29-04